



**CITY COUNCIL REGULAR SESSION AGENDA**  
**Monday, August 15, 2016 - 6:00 PM**  
**Council Chambers - 169 SW Coast Highway, Newport, Oregon 97365**

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The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Peggy Hawker, City Recorder at 541.574.0613.

The agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

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**1. CALL TO ORDER AND ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

*This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments will be limited to three (3) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others*

**4. PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS**

*Any formal proclamations or recognitions by the Mayor and Council can be placed in this section. Brief presentations to the City Council of five minutes or less are also included in this part of the agenda.*

**4.A. A Moment of Silence in Memory of the Fire Victims**

## **5. CONSENT CALENDAR**

*The consent calendar consists of items of a repeating or routine nature considered under a single action. Any Councilor may have an item on the consent agenda removed and considered separately on request.*

### **5.A. Approval of Minutes from the City Council Meeting of August 1, 2016**

[August 1, 2016.docx](#)

### **5.B. Approval of Minutes of Work Session of August 1, 2016**

[August 1, 2016.docx](#)

### **5.C. Approval of Minutes of the Special Meeting of August 4, 201**

[August 4, 2016.docx](#)

### **5.D. Approval of a Recommendation to the Oregon Liquor Control Commission (OLCC) to issue a Limited On-Premise and Off-Premise Sales Liquor License for Change of Ownership to Best Western Agate Beach Inn/Starfish Grill at 3019 N. Coast Highway**

[City Manager's Report and Recommendation -- OLCC- Nye BeachCafe.pdf](#)

[Starfish Grill-Rookies 8-10-16.doc](#)

[Starfish Grill OLCC App.pdf](#)

## **6. COMMUNICATIONS**

*Any agenda items requested by Mayor, City Council Members, City Attorney, or any presentations by boards or commissions, other government agencies, and general public will be placed on this part of the agenda.*

### **6.A. From the Planning Commission - Recommendation to Establish an Ad Hoc Advisory Committee for the System Development Charge/Construction Excise Tax Study**

[City Manager Report and Recommendation -- Establish Ad Hoc Advisory Committee for SDC-Construction Excise Tax Study.pdf](#)

[Agenda Summary](#)

[Newport SDC/CET Study RFP](#)

[RFP Amendment No 1](#)

### **6.B. From the Sister City Committee, Report on the 2016 Adult Exchange to Mombetsu, and the Student Exchange from Mombetsu as part of the 50th Anniversary of the Sister City Agreement**

[City Manager Report and Recommendation - Sister City Exchanges - 2016.pdf](#)

[Report of July 2016 Trip.pdf](#)

## **7. CITY MANAGER'S REPORT**

*All matters requiring approval of the City Council originating from the City Manager and departments will be included in this section. This section will also include any status reports for the City Council's information.*

### **7.A. Consideration of Report and Recommendation on the Memorandum of Understanding with the Lincoln Community Land Trust, Lincoln City and Lincoln County.**

[City Manager Report and Recommendation -- Lincoln Community Land Trust.pdf](#)

[A Email Response Regarding Lincoln Community Land Trust.pdf](#)

[B Email Allen.pdf](#)

[C LCLT Land Trust Presentation Email 2014.pdf](#)

[D 2014 staff cover memo LCLT.PDF](#)

[8-1-2016 Attachment.pdf](#)

[Email Response from Ronald Chandler.pdf](#)

### **7.B. Adoption of Priorities for Affordable/Workforce Housing**

[City Manager Report and Recommendation - Adopt Priorities for Affordable Housing.pdf](#)

[Attachment A - Community Development Department Report.pdf](#)

[Workforce and Affordable Housing Initiatives 2-16-16.pdf](#)

### **7.C. Preliminary Financial Report for Fiscal Year Ending June 30, 2016**

[City Manager Report and Recommendation -- Preliminary Financial Reports for 2015-16 FY.pdf](#)

[August 15 2016 Preliminary Financials - City.pdf](#)

[June 30 2016 Summary Financials.pdf](#)

[June 2016 Financials - Preliminary 8-8-16.pdf](#)

## **8. LOCAL CONTRACT REVIEW BOARD**

### **8.A. Authorization of Change Order No. 9 Closing Out the Contract with KSH Construction for the Ferry Slip Road Improvements**

[City Manager Report and Recommendation -- LCRB - Change Order No 9-Ferry Slip Road.pdf](#)

[CO9 with WCDs.pdf](#)

[FSR Quantities.pdf](#)

[Council Staff Report - Change Order 9 7-18-16.docx](#)

## **9. REPORT FROM MAYOR AND COUNCIL**

*This section of the agenda is where the Mayor and Council can report any activities or discuss issues of concern.*

## 10. PUBLIC COMMENT

*This is an additional opportunity for members of the audience to provide public comment. Comments will be limited to five (5) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others.*

## 11. ADJOURNMENT



## CITY COUNCIL MEETING

August 1, 2016  
6:00 P.M.  
Newport, Oregon

### ROLL CALL

The Newport City Council met on the above date in the Council Chambers of the Newport City Hall. On roll call, Busby, Roumagoux, Engler, Allen, Sawyer, and Saelens were present. Swanson was excused.

Staff in attendance was: Spencer Nebel, City Manager; Peggy Hawker, City Recorder/Special Projects Director; Steve Rich, City Attorney; Derrick Tokos, Community Development Director; Tim Gross, Public Works Director, Jim Protiva, Parks and Recreation Director, and Mark Miranda, Police Chief.

### PLEDGE OF ALLEGIANCE

Council, staff, and the audience participated in the Pledge of Allegiance.

### PUBLIC COMMENT

Sue Stephenson, representing the Quilt Show, reported that the show will take place on August 5 and 6 at the Recreation Center. She reviewed show statistics, advertising, programs, and parking. She noted that the Mayor will be selecting the Mayor's Choice Award on Thursday.

### CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of the July 12, 2016 work session minutes;
- B. Approval of the July 12, 2016 executive session minutes;
- C. Approval of the July 18, 2016 regular session minutes.

MOTION was made by Allen, seconded by Engler, to approve the consent calendar with the changes to the minutes as noted by Allen and Engler. The motion carried unanimously in a voice vote.

### COMMUNICATIONS

From the Destination Newport Committee - Approval of a Contract between the City of Newport and the Newport News-Times for Creative Production and Digital Services. Hawker introduced the agenda item. Nebel reported that at the July 18, 2016 Council meeting several questions were raised regarding the agreement between the city and the Newport News-Times for advertising that will be performed by the News-Times, for the city, during the 2016/2017 fiscal year.

Nebel reported that annually the city has contracted with the News-Times for various services related to the Destination Newport Committee (DNC) activities. He stated that the agreement for the 2016/2017 fiscal year has been proposed by the DNC for Council consideration. He noted that this agreement is a departure from previous years, in that the DNC is recommending a new strategic effort for the digital marketing of Newport which would include the optimization of key words; displaying of network ads; regular and quarterly reports; tracking activity for these efforts; social media and marketing; utilization of on-line video commercials; maintenance of the DNC Facebook accounts; and content marketing creating webpages and micro-sites to support campaign promotion. He added that the News-Times will continue to provide the creative production function that has been part of previous contracts. Nebel stated that the final contract component includes the production of the tourism brochure that is distributed in Washington and throughout Oregon. He noted that the total contract fee is \$123,000.

Nebel reported that Council decided to table this item until this meeting, and that issues identified at the last Council meeting included: the contract issuance to the appropriate parties; and the sole source provider issue.

Nebel agreed that the appropriate party is the City of Newport not the Destination Newport Committee. He added that, on behalf of the city, he executes all advertising contracts and agreements from the DNC.

Nebel reported that the second issue relates to sole source contracting. He stated that the Public Contracting Rules class exemptions, Section E.2, Advertising Contracts, provides, "that the contracting agency may purchase advertising without a competitive process regardless of dollar value and including that intended for the purpose of giving public or legal notice." He added that this exemption exists primarily because of the difficulty in bidding specific marketing /advertising services which are either creative or very specific from a knowledge and place standpoint.

Nebel reported that Busby had asked several questions related to whether entering into this contract would pose a conflict of interest. He stated that Rich reviewed the relationships of the News-Times to the Chamber and to the city with the Oregon Government Ethics Commission which indicated that there are no legal conflicts of interest related to the city contracting with the News-Times for creative production and digital services.

Nebel reported that Busby also asked about oversight of this contract. He stated that the DNC works directly with the News-Times to review activities related to the contract. He suggested that the DNC provide quarterly reports to Council on the impact of the digital services as part of this contract since this would be the first year that this level of service will be provided to the city. He noted that this will create a basis for evaluating this level of service.

Nebel reported that there was also a question regarding the specific justification as to why this work would be considered a sole source provider contract. He stated that the DNC has a strong relationship with the News-Times for marketing Newport, and the decision to move from a private marketing firm to the News-Times was made about three years ago when it was determined that the creative work could be done for substantially less money. He added that the News-Times is a local firm that has direct involvement with the greater Newport area. He noted that the overall evaluation of this relationship is that the creative work is being performed for a substantially smaller amount of money than

what was previously paid, and the overall content is superior to what was previously obtained.

Nebel reported that the biggest change in this contract is the addition of \$65,000 to create additional content and do search engine marketing with Google. He stated that in this case, there will be an organized effort to optimize keywords in various stories so that when people google a particular activity, the Newport story or information will come up high on the google list. He noted that the News-Times will still be responsible for the traditional paper, billboard, news releases, and other types of work that they have traditionally prepared under their contract with the city for marketing activities. He added that the amount the city paid for these creative services in 2015/2016 was \$35,000. He stated that in addition to that work, the use of social media with digital ads, optimization of keywords, creation of web pages, and or micro-sites to support campaign promotion, creating and providing a library of existing content that will be organized by subject for publications throughout the year, placing online video commercials to appear prior to online video, and Facebook marketing, are the new components of this contract. He stated that these new components are proposed to be performed in addition to the standard work that has previously cost \$65,000.

Nebel reported that the contract provides a cost of \$23,000 to design, write, and print 100,000 copies of the 19.5 inch by 9 inch four panel brochure and that this is consistent with previous years.

Nebel reported that he has relied on the expertise of the DNC which includes Lance Beck who is the full-time Director of Marketing for the Oregon Coast Aquarium and Ric Rabourn, Manager of the Hallmark Resort Hotel, who are directly involved in digital marketing. He stated that Lance Beck believes that the proposal submitted by the News-Times is very favorable to the city. He noted that this is, in part, because the News-Times generates information that has a direct correlation to marketing in the greater Newport area.

Allen noted that the contract has been amended to show that the contract is with the city rather than the DNC. He added that there is a reference, in the contract, to order, and he asked for clarification, and asked that Rich and Nebel clarify this matter before signing the contract.

Busby questioned whether the Chamber of Commerce is a party to this contract as there are fees paid to the Chamber. Lorna Davis, Executive Director of the Greater Newport Chamber of Commerce, reported that these monies are reimbursements for media buys.

Busby stated that he has lots of objections to this contract based on what he has learned in his professional career. He stated that this is the worst contract he has ever seen, noting that there is a lack of substantiated justification; potential conflict of interest; past performance issues; and no way for the city to validate that the work has been done and done correctly. He added that the contract puts most of the risk on city and not on the vendor, and that the city should not be doing business this way.

Allen stated that he would like more specificity in future agreements. He added that he understands the time crunch, and he is willing to forego a more specific agreement at this time. He noted that Rich, Nebel, and the DNC will provide a more substantial future agreement, and that there will be quarterly reports from the DNC. He stated that he is comfortable with this for this year.

Engler reported that she has nothing against the program, but that this is a large amount of money to be awarded to a sole source contractor. She added that the Vision 2040 Steering Committee worked for seven months to award a contract of \$50,000. She noted that the contract needs clarity.

Allen stated that if the DNC and Davis were not overseeing the contract, he would not be approving it tonight. He added that relying on the DNC to provide oversight should be in agreement.

Sawyer spoke in support of approving the contract. He stated that the work that the DNC puts into marketing is helpful to the city.

MOTION was made by Sawyer, seconded by Saelens, that in accordance with the City of Newport Public Contracting Rules - Class Exemptions, E-2 Advertising Contracts which provides for the purchase of advertising without a competitive process regardless of dollar value, the approval of the Personal Services Agreement with the Newport News-Times for the digital marketing services, creative production services, and printing of brochures for the 2016/2017 fiscal year in the amount of \$123,000. Since the city has previously paid, in a year, \$200,000 for creative, website, and other similar advertising professional services, the vendor has had a successful track record in providing high quality material at a lower price during the three years they have done this work for the City of Newport and the vendor has significant local content that will be made available for the city's Destination Newport Committee marketing activities. The motion carried in a voice vote with Busby voting no.

MOTION was made by Sawyer, seconded by Saelens, that the City Attorney, working with the Destination Newport Committee and the City Manager develop a master agreement for creative and advertising services for implementation in the 2017/2018 fiscal year. The motion carried in a voice vote with Busby voting no.

MOTION was made by Sawyer, seconded by Saelens, that the Destination Newport Committee provide quarterly reports on the digital marketing campaign for the 2016/2017 fiscal year. The motion carried in a voice vote with Busby voting no.

**From the Lincoln County District Attorney's Office - Update from Michelle Branam, District Attorney.** Hawker introduced the agenda item. Nebel reported District Attorney Branam will provide an update to Council on activities of her office.

Branam reported that her office consists of eight deputy district attorneys, one chief deputy, and herself. She provided a brief bio, and reviewed the office caseload, statistics, and job philosophy.

Branam responded to Council questions regarding increase of certain types of crimes, marijuana DUII enforcement, LINT, and office conviction rate.

**From the Destination Newport Committee - Recommendation to Award a Tourism Marketing Grant for the 2016 Agate Beach Surf Classic.** Hawker introduced the agenda item. Nebel reported that the Parks and Recreation Department will be sponsoring the 2016 Agate Beach Surf Classic. Protiva reported that last year, ocean conditions and weather forced the cancellation of this event. He added that funding would be used for targeted marketing in the surfing community.

MOTION was made by Sawyer, seconded by Saelens, to approve a Tourism Marketing Grant to the City of Newport Parks and Recreation Department for assistance

with marketing and advertising the 2016 Agate Beach Surf Classic in the amount of \$2,000. The motion carried unanimously in a voice vote.

**From the Destination Newport Committee - Recommendation to Award a Tourism Marketing Grant for the 101 on the 101 Bike Ride.** Hawker introduced the agenda item. Nebel reported that the Central Coast Lion Clubs (Newport, Yachats, Waldport, Pacific Sea Lions, and Depoe Bay) will be hosting a multi-starting point one-day bike ride with the beginning at the Rusty Truck Brewing Company in Lincoln City and alternate starting points in Depoe Bay, Newport, and Waldport with the finish line in Yachats at the Lion's Clubhouse. He stated that with the grant funding, Newport would be named as a platinum title sponsor of the event, and the funds would be used for advertising and support through the Oregon Bike Promotion Package, graphic design, website design services, cycling advertisements, and other promotional activities. He added that the Destination Newport Committee recommended a grant of \$2,500 for this inaugural event.

MOTION was made by Sawyer, seconded by Engler, to approve a Tourism Marketing Grant to the Central Coast Lions' Clubs for assistance with marketing and advertising for the 101 on the 101 Bike Ride, in the amount of \$2,500 for the October 1, 2016, event. The motion carried unanimously in a voice vote.

**From the Destination Newport Committee - Recommendation to Award a Tourism Marketing Grant for the 2016 Buccaneer Rampage.** Hawker introduced the agenda item. Nebel reported that the Buccaneer Rampage will take place on Saturday, August 20, 2016, at the airport. He stated that competitors from across the state will run a course that is 3.5 miles of mud, dirt, gravel, with 15 challenging obstacles. He added that the funding will be used to increase marketing efforts outside of Lincoln County. He stated that the Destination Newport Committee is recommending the City Council award a Tourism Marketing Grant in the amount of \$1,000 for the 2016 Buccaneer Rampage.

MOTION was made by Engler, seconded by Sawyer, to award a Tourism Marketing Grant to the City of Newport Parks and Recreation Department for assistance with marketing and advertising expenses for the 2016 Buccaneer Rampage in the amount of \$1,000. The motion carried unanimously in a voice vote.

### **CITY MANAGER'S REPORT**

**Authorization for the City to Enter into a Hazard Mitigation Grant Program Contract with the State of Oregon for the NE 70<sup>th</sup> Drive Landslide Acquisition Project.** Hawker introduced the agenda item. Nebel reported that during the period of December 6, through December 23, 2015, the coast was impacted by severe winter storms, winds, flooding, landslides, and mudslides due to consistently wet and severe weather. He stated that a federal emergency was ultimately declared, which freed up funds for public damages, but the private damages did not meet the threshold for direct federal aid to property owners for losses.

Nebel reported that Tokos worked with the Oregon Office of Emergency Management, and FEMA to take advantage of the Hazard Mitigation Grant Program to provide assistance to homeowners whose property has been compromised by the slide. He stated that this program allows the city to acquire the property at 75% of the pre-disaster value, and remove the homes from the impacted area. He noted that the homes, which

are all manufactured, will be broken into their component pieces, wrapped, and stored temporarily at the airport so that arrangements can be made for them to be donated to non-profit organizations for affordable/workforce housing purposes. He added that the total project cost is anticipated to be \$1,361,076, of which FEMA will cover 75%, with homeowners being responsible for \$282,500 (which is equivalent to 25% of their home value), with the city responsible for \$57,769. He stated that this will allow property owners to receive reimbursement of 75% of the appraised value of their property, less any insurance payouts or other FEMA restrictions. He added that homeowners will be reimbursed for reasonable costs for the geo-tech studies that were completed by individuals following the slide. He noted that the city will be responsible for the costs of removing the homes, regrading/shaping the former home sites, and establishing a grass cover over the former home sites.

Nebel requested that Council authorize him to sign the agreement when received, provided it follows the terms as outlined in the packet. He added that once the property is acquired, the city will be required to execute a deed keeping this property undeveloped in perpetuity.

Engler asked about the precedent for the city covering homeowner's costs when there is a landslide. Nebel noted that this is the first time the city has dealt with an issue such as this. He recommended that he be authorized to sign the agreement.

Allen requested clarification on the numbers, and how the \$57,769 was derived. Nebel noted that the numbers used were based on the pre-disaster value of the properties. Tokos added that he has a detailed budget for this project. It was noted that much of the city's cost is related to removal of structures and remediation.

Busby asked whether there was an appraisal of the properties, and Nebel noted that an independent appraisal was performed for each property.

Allen noted that he is aware that this is budgeted, and asked which fund it would be coming from. Nebel stated that these would be General Fund monies. Allen stated that he has concerns with this program, but will support it, adding that the city must be careful and pay close attention with future events.

MOTION was made by Allen, seconded by Sawyer, to authorize the City Manager to enter into an agreement with the State of Oregon, after final review by the City Attorney, to use federal funds to acquire seven residential properties along NE 70<sup>th</sup> Drive, which were impacted by the December 2015 landslide, and remove the homes from this site. The motion carried in a voice vote with Engler voting no.

**Lease Agreement with Pacific Choice Seafood Company for Docks and Upland Areas Adjacent to the Public Parking Lot Across from Fall Street.** Hawker introduced the agenda item. Nebel reported that since 1957, the city has leased dock and upland areas adjacent to the parking lot across from Fall Street to California Shellfish Company, Inc., dba, Hallmark Fisheries. He stated that this property was recently acquired by Pacific Choice Seafood Company. He added that the lease with Hallmark Fisheries expired on July 1, 2016, and that Hallmark has exercised a hold-over option through August 31, 2016, to provide the city and Pacific Choice Seafood Company time to negotiate a new lease agreement. He noted that the proposed lease agreement is for a two-year period with an option for a two-year extension which will allow the city and Pacific Choice Seafood Company time to determine longer term arrangements on how these properties might be utilized.

MOTION was made by Sawyer, seconded by Saelens to authorize the City Manager to execute the proposed lease agreement with Pacific Choice Seafood Company for docks and upland areas adjacent to the public parking lot on Bay Boulevard across from Fall Street, with the determination that leasing the property is in the public interest. A discussion ensued regarding the reference to the word "order" in the document. The motion carried unanimously in a voice vote.

**Status Report on 2016 Mombetsu Youth Delegation Visit.** Hawker introduced the agenda item. Nebel reported that the final series of events to celebrate the 50<sup>th</sup> Anniversary of the Mombetsu/Newport Sister City Agreement will take place from August 4 through 8 in Newport with the 2016 Mombetsu Youth visit. He stated that nine students and five adults will arrive on August 4. He noted that a Special City Council meeting will be scheduled at 5:00 P.M., on August 4, followed by a potluck at City Hall. He added that the students will introduced themselves at the Council meeting, and receive certificates and gifts from the city. He noted that other activities include a picnic at Ona Beach and the final dinner at the Yacht Club.

Nebel reported that he and Engler will provide a report, at the August 15 meeting, on their recent trip to Mombetsu.

### **LOCAL CONTRACT REVIEW BOARD**

The City Council, acting as the Local Contract Review Board, met at 7:21 P.M.

**Authorization of Change Order No. 4 with KSH Construction for Safe Haven Hill Tsunami Evacuation Improvements.** Hawker introduced the agenda item. Nebel reported that the Safe Haven Hill Project has been completed and Change Order No. 4 completes the projected financials addressing quantity overruns, and underruns to provide a final project cost to close out this project. He stated that the net financial impact between the unit price overruns and the underruns is \$53,400. He added that a change order was approved earlier in the project to address the retaining wall modifications that ODOT requested and which FEMA was willing to fund in the amount of \$255,219. He noted that the final project costs will amount to \$714,183, with the project being funded through a FEMA grant, and a 25% city match. He stated that in addition to Change Order No. 4, there were several additions to the project during construction, which were covered in various work change directives bringing the total change order to \$62,482 to close out this project.

MOTION was made by Allen, seconded by Engler, to approve Change Order No. 4, in the amount of \$62,482, bringing the final contract amount to \$714,183 with KSH Construction. The motion carried unanimously in a voice vote.

### **RETURN TO CITY COUNCIL MEETING**

The Local Contract Review Board meeting adjourned at 7:24 P.M., and Council returned to its regular meeting.

### **REPORT FROM MAYOR AND COUNCIL**

Roumagoux noted that the city receives many visitors this time of year, and she read a letter from a recent visitor recounting how he had lost his rental car keys only to find a note on his car that the someone had found the keys and where the finder could be contacted to retrieve the keys.

Allen reported that the LOC Board of Directors will hold a teleconference on August 3 to establish legislative priorities. He added that the last day of the LOC Conference will feature a session with gubernatorial candidates. He noted that the Republican and Independent candidates had confirmed, but that Governor Brown had yet to confirm.

Engler reported that she and Nebel will report on their recent trip to Mombetsu at the August 15 meeting.

Engler asked about using the note system on the iPads.

Engler stated that the 70<sup>th</sup> Drive landslide issue is unfortunate, but asked what would happen, in terms of compensation, if all of Newport slid.

Busby reported that he was impressed with the District Attorney as he saw her often while serving on the Grand Jury.

Busby reported on a recent Port of Newport meeting, noting that the Port is unsure whether it will receive several grants for which it applied, and consequently may have to finance upcoming projects itself.

Busby requested an excused absence for the September 6 meeting. MOTION was made by Engler, seconded by Saelens, to excuse Busby from the September 6 meeting. The motion carried unanimously in a voice vote.

Saelens reported that he attended a recent Retirement Board of Trustees meeting.

Saelens reported that he is impressed with how much the crosswalks have added to the mobility of the city. He asked whether Miranda could analyze whether most accidents occur mid-block or at the crosswalks. A discussion ensued regarding sidewalks and crosswalks.

Sawyer reported that he participated in a recent event to support the Police Department.

Sawyer reported that the McConnell's will be recognized at a reception at the VAC on August 10.

### **PUBLIC COMMENT**

Marletta Noe expressed appreciation for the new crosswalks on Highway 101.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 7:40 P.M.

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Margaret M. Hawker, City Recorder

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Sandra N. Roumagoux, Mayor



August 1, 2016  
Noon  
Newport, Oregon

The Newport City Council met in a work session at the above time in Conference Room A of the Newport City Hall. On roll call, Roumagoux, Engler, Saelens, Allen, Sawyer, and Busby were present. Swanson was excused.

Also in attendance from the Destination Newport Committee were Lorna Davis, Ric Rabourn, Steve Beck, and Lance Beck.

Also in attendance was Jeff Pridgeon, Municipal Court Judge, and Dani Palmer from the Newport News-Times.

Staff present was City Manager Nebel, City Recorder Hawker, Community Development Director Tokos, and City Attorney Rich.

MOTION was made by Sawyer, seconded by Engler, to excuse Swanson from all August 1, 2016 Council meetings. The motion carried unanimously in a voice vote.

### **SUMMARY REPORT FOR THE WORK SESSION**

Introductions were made, and Nebel reviewed the agenda for this meeting.

### **ANNUAL REPORT BY MUNICIPAL COURT JUDGE PRIDGEON**

Newport Municipal Court Judge Jeff Pridgeon reviewed the activities of the court for the past year. He distributed a handout regarding case volume. He also reviewed parking violations; the possibility of a violations bureau for parking citations at TCB; e-ticketing; credit card payments; on-line payments; handicapped parking violations; and the National Traffic Safety Institute program.

### **DISCUSSION ON PROPOSED CONTRACT WITH THE NEWPORT NEWS-TIMES FOR CREATIVE PRODUCTION AND DIGITAL SERVICES**

Nebel reported that at the July 18, 2016 Council meeting several questions were raised regarding the agreement between the city and the Newport News-Times for advertising that will be performed by the News-Times, for the city, during the 2016/2017 fiscal year.

Nebel reported that annually the city has contracted with the News-Times for various services related to the Destination Newport Committee (DNC) activities. He stated that the agreement for the 2016/2017 fiscal year has been proposed by the DNC for Council consideration. He noted that this agreement is a departure from previous years, in that the DNC is recommending a new strategic effort for the digital marketing of Newport which would include the optimization of key words; displaying of network ads; regular and quarterly reports; tracking activity for these efforts; social media and marketing; utilization of on-line video commercials; maintenance of the DNC Facebook accounts; and content marketing creating webpages and micro-sites to support campaign promotion. He added that the News-Times will continue to provide the creative production function that has

been part of previous contracts. Nebel stated that the final contract component includes the production of the tourism brochure that is distributed in Washington and throughout Oregon. He noted that the total contract fee is \$123,000

Nebel reported that Council decided to table this item until this work session to discuss the contract jointly with the DNC. He stated that issues identified at the last Council meeting included: the contract issuance to the appropriate parties; and the sole source provider issue.

Nebel agreed that the appropriate party is the City of Newport not the Destination Newport Committee. He added that, on behalf of the city, he executes all advertising contracts and agreements from the DNC.

Nebel reported that The second issue that the Public Contracting Rules class exemptions, Section E.2, Advertising Contracts, provide, "that the contracting agency may purchase advertising without a competitive process regardless of dollar value and including that intended for the purpose of giving public or legal notice." He added that this exemption exists primarily because of the difficulty in bidding specific marketing /advertising services which are either creative or very specific from a knowledge and place standpoint.

Nebel reported that Busby had asked several questions related to whether entering into this contract would pose a conflict of interest. He stated that Rich reviewed the relationships of the News-Times to the Chamber and to the city with the Oregon Government Ethics Commission which indicated that there are no legal conflicts of interest related to the city contracting with the News-Times for creative production and digital services.

Nebel reported that Busby also asked about oversight of this contract. He stated that the DNC works directly with the News-Times to review activities related to the contract. He suggested that the DNC provide quarterly reports to Council on the impact of the digital services as part of this contract since this would be the first year that this level of service will be provided to the city. He noted that this will create a basis for evaluating this level of service.

Nebel reported that there was also a question regarding the specific justification as to why this work would be considered a sole source provider contract. He stated that the DNC has a strong relationship with the News-Times for marketing Newport, and the decision to move from a private marketing firm to the News-Times was made about three years ago when it was determined that the creative work could be done for substantially less money. He added that the News-Times is a local firm that has direct involvement with activity impacting the greater Newport area. He noted that the overall evaluation of this relationship is that the creative work is being done for a substantially smaller amount of money than what was previously paid, and the overall content was superior to what was previously obtained.

Nebel reported that the biggest change in this contract is the addition of \$65,000 to create additional content and do search engine marketing with Google. He stated that in this case, there will be an organized effort to optimize keywords in various stories so that when people google a particular activity, the Newport story or information will come up high on the google list. He noted that it is critical to increase the amount of local content on a more frequent basis than with a traditional ad campaign. He stated that the News-Times will be creating more frequent updates of material that will be used on various websites and optimized for various search engines. He noted that the News-Times will

still be responsible for the traditional paper, billboard, news releases, and other types of work that they have traditionally prepared under their contract with the city for marketing activities. He added that the amount the city paid for these creative services in 2015/2016 was \$35,000. He stated that in addition to that work, the use of social media with digital ads, optimization of keywords, creation of web pages, and or micro-sites to support campaign promotion, creating and providing a library of existing content that will be organized by subject for publications throughout the year, placing online video commercials to appear prior to online video, and Facebook marketing, are the new components of this contract. He stated that these new components are proposed to be performed in addition to the standard work that has previously cost \$65,000.

Nebel reported that the contract provides a cost of \$23,000 to design, write, and print 100,000 copies of the 19.5 inch by 9 inch four panel brochure which is consistent with previous years.

Nebel reported that he has relied on the expertise of the DNC which includes Lance Beck who is the full-time Director of Marketing for the Oregon Coast Aquarium and Ric Rabourn, Manager of the Hallmark Resort Hotel, who are directly involved in digital marketing. He stated that Lance Beck believes that the proposal submitted by the News-Times is very favorable to the city. He noted that this is, in part, because the News-Times generates information that has a direct correlation to marketing in the greater Newport area. He added that the DNC has done an excellent job in branding materials from Newport and creating content that is truly beneficial to the region.

Nebel suggested that Council make a decision on this matter at the August 1 Council meeting since this is directly impacting the campaign for the next twelve-month period. He also suggested that Council request a quarterly report on the digital campaign efforts from the DNC to determine whether this is an appropriate investment to consider in future years.

Allen recommended that a standard form be developed for advertising contracts.

Sawyer reported that in the past, the city contracted with advertising agencies in Portland, and it was determined that significant resources were used on creative services rather than advertising. He stated that additionally, the DNC agreed that it would try to utilize local vendors for these services.

Busby distributed a list of questions, and stated that the questions were generated due to a lack of transparency and substantiation of actions. He added that this is the worst documentation for a contract that he has seen, and stated that the city should not expose itself to this liability. He asked for a response to the questions on the list which included:

"Parties to the Contract: The draft document as provided (7/30) still shows the contracting party as the Destination Newport Committee (DNC). Was it determined that the committee can execute contracts?

Requirements and specifications: To obtain services/materials a procuring agency normally prepares a written description of what they are seeking in advance of obtaining a vendor. Could this be provided to the Council?

Cost estimate: The City/DNC must have prepared "should cost" estimates as a baseline for budgeting and vendor bid analysis. Please provide these estimates to the Council.

Selection process: What meeting minutes, recordings, emails, or other documented communication does the City/DNC have that document the vetting process and selection? What other cities' processes and regulations were reviewed for comparison?

Sole source justification: Some subjective justification has now been provided in the City Manager's report, but no quantitative data has been provided. Were any RFI/RFP's issued? Were other potential vendors contacted? Is there a specification requiring unique expertise? If so may the Council review the results and/or specification?

Terms and Conditions: The Council has not been provided with the T&C's for the proposed contract. Could these be made available?

Proposed cost analysis: As the offeror submitted no basis of estimate data, how have the proposed costs been verified as reasonable? Could the Council be provided a copy of that analysis?

Past performance: How was the proposed vendor's past performance analyzed? Was consideration given to illegalities that appear to have taken place under a previous contract (2015 video production) with the City?

Contractor oversight: What processes has the City established to ensure, and document, that all deliverables are made, the quantity and quality are correct, and that billing is accurate?

Negotiation: Who, on behalf of the City was responsible for negotiating this agreement and what baseline references were used?

Chamber of Commerce: The Chamber of Commerce appears to be a payee of the contract. What is the role and responsibility of the Chamber within this agreement?

Contract type: This appears to be primarily an indefinite quantity, indefinite delivery, fixed price contract. A vehicle that is universally recognized as high risk to the contractee and usually quite beneficial to the contractor. What other contract vehicles were discussed and why were they discarded?

Perceived conflict of interest: Are members of the Council comfortable with issuing what appears to be, an unsolicited, sole source procurement for \$123,000 to a highly influential local media company, 3 months prior to an election?" Busby stated that he would like to go through the questions.

Allen asked whether there is potential additional contract oversight similar to what is required of the Lincoln County Transportation Services District.

Nebel asked whether there is support for the proposal utilizing a different contract. Roumagoux expressed support. Allen suggested having good findings, for transparency purposes, that address the issues of why there is a recommendation to award the contract to the News-Times; why there was no competitive bidding process; and other supporting information. Saelens suggested documenting the cost to provide these services before this contract.

Rabourn suggested that Busby's questions are more directed to Rich. He recommended that Council move forward with the contract regardless of whether additional information is required.

Steve Beck noted that the appropriate demographic is being targeted with advertising. He stated that the previously-used outside advertising agencies did not know the area. Busby stated that a decision should not be made based on anecdotal information.

Davis reported that a decision was made earlier in the year to request additional funding to address digital marketing. She noted that the News-Times has demonstrated the ability and willingness to handle this contract. She added that there is no monetary gain to the Chamber of Commerce, and that since the News-Times, in coordination with the DNC, has been handling advertising, there has been an increase in visitor spending.

Saelens stated that he believes the contract is a good concept.

Engler reported that she supports the digital marketing efforts.

Nebel reviewed the financial details of the contract noting that \$22,000 is allocated for the brochures, and \$35,000 for creative. He added that these are the same amounts as allocated last year, but that the digital marketing component is an additional \$65,000, bringing the total to \$122,000.

Roumagoux stated that she is not in favor of responses to Busby's questions. Rich noted that the concern is to not get bogged down to delay the season's advertising. Sawyer added that there is advertising work that needs to be performed now. He stated that the News-Times staff are experts on the community, and the city has to rely on their expertise. He added that this is a good deal at the end of the day.

Busby again requested an opportunity to go through the questions he distributed. Engler suggested addressing the questions at a later date. She questioned the target demographic. Sawyer recommended moving forward and asking Rich to help iron out the questions. Busby noted that the questions pertain to the contract under discussion.

It was the consensus of Council to move forward with this agreement by placing it on the evening agenda for consideration and possible approval.

## **DISCUSSION ON AFFORDABLE/WORKFORCE HOUSING ISSUES**

Saelens departed the meeting at 1:30 P.M.

Nebel reported that discussions have occurred regarding the Lincoln Community Land Trust (LCLT) and other strategies for promoting affordable and workforce housing in Newport. He reviewed the agreement with the LCLT noting that the city made the first of the three \$30,000 payments in the 2014/2015 fiscal year. He stated that no payments have been made for the 2015/2016 fiscal year, and that the city is now in the final year of the agreement. He noted that the city can opt out of the agreement with no legal ramifications, but that there could be political impacts with the partners. He recommended that the city honor the contract through its term.

Allen asked whether Lincoln County and Lincoln City would have entered into the MOU without the participation of the City of Newport. He also asked whether the city was still a member of the LCLT, and as such, whether it could still weigh in on issues.

Busby noted that the transparency of the organization has improved, but questioned whether this is the best way to fund housing. He added that this model gives a lot to a few people.

Engler asked whether the model of not owning land is what people want. She suggested that the LCLT should be a part of an overall housing strategy that is yet to be developed. She recommended maintaining the membership in the LCLT.

Allen asked whether the city should pay one-third of what was expended until it gave notice.

Sawyer stated that he agrees with paying one-third of what was expended until the city gave notice. He also agreed that the city needs an overall housing strategy and asked whether the city has seen the LCLT strategy. He acknowledged the transparency changed made by the LCLT as a positive. He also requested that staff provide a property inventory list of city properties.

Nebel reported that a work session on housing is planned for September 19, 2016. He asked for comments from Council to forward to the LCLT, and noted that the LCLT issue would be placed on the August 15, 2016 Council agenda for a decision. Allen asked that

the amount of money expended by LCLT to January 4, 2016 be provided at the August 15 meeting.

Tokos stated that it is reasonable to ask Lincoln County and Lincoln City where they see the agreement going forward. He agreed with the need for the development of housing strategies.

Nebel reported that Attachment A, included in the packet, outlines various strategies. Council reviewed the strategies and concurred to continue with all of them. It was suggested that Sally Bovett be asked to provide an update on the Habitat for Humanity houses that are planned to be constructed on city-donated property.

Allen requested an update from the large housing meeting that occurred on July 12. Nebel noted that the plan is to reconvene in the fall to discuss specific priorities.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 2:12 P.M.

August 4, 2016  
5:00 P.M.  
Newport, Oregon

The Newport City Council met, in a special meeting, on the above date, in the Council Chambers of the Newport City Hall. On roll call, Allen, Roumagoux, Engler, Busby, and Saelens were present. Swanson and Sawyer were excused.

Staff present was City Manager Nebel, City Recorder Hawker, and City Attorney Rich.

### **PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS**

Roumagoux welcomed a youth delegation from Newport's Sister City, Mombetsu, Hokkaido, Japan. Delegation members Kaoru Fujimoto, Shunsuke Kita, Shie Sato, Moeka Ishizuka, Maaya Tanaka, Amina Miyauchi, Ruka Takahashi, Sumire Kotsugai, Takuma Sato, Shunta Fugie, Mitsutaka Takemoto, Masafumi Kobayashi, and Yoshimi Yatsu, introduced themselves individually.

### **COMMENTS FROM TED DEWITT**

Ted DeWitt and Daniella Crowder, organizers of this exchange, reported on the plans for this exchange, and extended an invitation to Council to participate in all activities.

### **PROCLAMATION HONORING MARK AND CINDY MCCONNELL**

Roumagoux read a proclamation honoring Mark and Cindy McConnell, long-time community volunteers, for their work with the City of Newport and many organizations throughout the community.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 5:40 P.M. to a potluck for the Sister City delegation.

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Margaret M. Hawker, City Recorder

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Sandra N. Roumagoux, Mayor

## CITY MANAGER'S REPORT AND RECOMMENDATION



Meeting Date: 8-15-16

### Agenda Item:

### **Approval of a Recommendation to the Oregon Liquor Control Commission (OLCC) to issue a Limited On-Premise and Off-Premise Sales Liquor License for Change of Ownership to Best Western Agate Beach Inn/Starfish Grill at 3019 N. Coast Highway**

#### Background:

Vesta Hospitality, LLC and RV Agate Beach, LLC are applying for a full on-premise sales and off-premise license to the Oregon Liquor Control Commission for change of ownership and additional privileges to Best Western Agate Beach Inn/Starfish Grill formerly known as Starfish Grill/Rockies Sports Bar at 3019 N. Coast Highway, Newport, Oregon. The additional privilege allows for the applicant to sell factory sealed containers of wine, malt beverages and cider. Containers of malt beverages sold under the license may not hold more than two and one-quarter gallons

#### Recommendation:

I recommend that the City Council authorize a recommendation to the Oregon Liquor Control Commission to issue a limited on-premise and off-premise sales license to the Oregon Liquor Control Commission for change of ownership and additional privileges to Best Western Agate Beach Inn/Starfish Grill formerly known as Starfish Grill/Rockies Sports Bar at 3019 N. Coast Highway, Newport, Oregon.

#### Fiscal Effects:

None by making this recommendation. The city does receive a fee for processing liquor licenses.

#### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager





Agenda Item # \_\_\_\_\_  
Meeting Date \_\_\_\_\_

CITY COUNCIL AGENDA ITEM SUMMARY  
City Of Newport, Oregon

Issue/Agenda Title OLCC License Approval

Prepared By: Lt. Jason Malloy Dept Head Approval: Chief Mark J. Miranda City Mgr Approval: \_\_\_\_\_

**Issue Before the Council:**

Shall the City Council recommend approval of the liquor license application for the Starfish Grill/Rookies Sports Bar.

**Staff Recommendation:**

The Police Department recommends favorable action by the City Council

**Proposed Motion:**

Handled as a consent calendar item

**Key Facts and Information Summary:**

The Starfish Grill/Rookies Sports Bar, 3019 N. Coast Hwy, has made application to the Oregon Liquor Control Commission for a "Limited On-Premises Sales" and "Off-Premises Sales" license due to a change of ownership, and request of additional privilege. Such a license allows for the applicant to sell wine, malt beverages and cider 'by the drink.' These beverages must be consumed on the premises. Partially consumed bottles of wine that had been served with a meal may also be taken from the premises. In addition, the license allows for the applicant to sell factory sealed containers of wine, malt beverages and cider. Containers of malt beverages sold under the license may not hold more than two and one-quarter gallons

A background check of the applicants revealed no disqualifying information. The Starfish Grill/Rookies Sports Bar is located on the ground floor of the Best Western Agate Beach Inn in north Newport. There have been no police calls to this location within the last year.

ORS 471.166 requires an applicant to obtain a recommendation from the local governing body in the city where the business is located. The City Council may make a "Favorable Recommendation" or an "Unfavorable Recommendation" to OLCC. The Commission will then decide if granting a license is appropriate.

**Other Alternatives Considered:**

Not applicable.

**City Council Goals:**

Public Safety related.

**Attachment List:**

License Application

**Fiscal Notes:**

There is no fiscal impact on the City other than time to process the application



RECEIVED

JUL 26 2016

NEWPORT POLICE



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

|  |  |   |  |
|--|--|---|--|
| <b>Application is being made for:</b><br><b>LICENSE TYPES</b><br><input checked="" type="checkbox"/> Full On-Premises Sales (\$402.60/yr)<br><input checked="" type="checkbox"/> Commercial Establishment<br><input type="checkbox"/> Caterer<br><input type="checkbox"/> Passenger Carrier<br><input type="checkbox"/> Other Public Location<br><input type="checkbox"/> Private Club<br><input type="checkbox"/> Limited On-Premises Sales (\$202.80/yr)<br><input checked="" type="checkbox"/> Off-Premises Sales (\$100/yr)<br><input type="checkbox"/> with Fuel Pumps<br><input type="checkbox"/> Brewery Public House (\$262.60)<br><input type="checkbox"/> Winery (\$260/yr)<br><input type="checkbox"/> Other: _____ |  | <b>ACTIONS</b><br><input checked="" type="checkbox"/> Change Ownership<br><input type="checkbox"/> New Outlet<br><input type="checkbox"/> Greater Privilege<br><input checked="" type="checkbox"/> Additional Privilege<br><input type="checkbox"/> Other: <u>C/FIN</u> | <b>CITY AND COUNTY USE ONLY</b><br>Date application received: <u>7/26/16</u><br>The City Council or County Commission<br><u>City of Newport</u><br>recommends that this license be:<br><input type="checkbox"/> Granted <input type="checkbox"/> Denied<br>By: _____ (date)<br>Name: _____<br>Title: _____ |
| <b>90-DAY AUTHORITY</b><br><input checked="" type="checkbox"/> Check here if you are applying for a change of ownership of a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority  |  | <b>OLCC USE ONLY</b><br>Application Rec'd by: <u>OK</u><br>Date: <u>04-27-16</u><br>90-day authority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |

1. Entity or individuals applying for the license: (See SECTION 1 of the Guide)  
 a. Vesta Hospitality, LLC      b. \_\_\_\_\_  
 c. RV Agate Beach, LLC      d. \_\_\_\_\_

2. Trade Name (day): Best Western Agate Beach Inn / Starfish Grill

3. Business Location: 3019 N. Coast Highway, Newport, Lincoln, OR 97385  
 (number, street, rural route)      (city)      (county)      (state)      (ZIP code)

4. Business Mailing Address: 800 Washington Street, Ste. 780      Vancouver      WA      98660  
 (PO box, number, street, rural route)      (city)      (state)      (ZIP code)

5. Business Numbers: (541) 285-9411  
 (phone)      (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Lincoln Properties LLC      Type of License: F-Com

8. Former Business Name: Best Western Agate Beach Inn / Starfish Grill      Starfish Grill / Rockie's Sports Bar

9. Will you have a manager? ☐ Yes ☒ No      Name: Judy Kuhl  
 (manager must fill out an individual license form)

10. What is the local governing body where your business is located? City of Newport  
 (name of city or county)

11. Contact person for this application: Duke Tuhy (No Solicitations Please)      503-718-2311  
 (name)      (phone number(s))  
1028 SE Water Ave., Ste. 235, Portland, OR 97214      duke@newspolice.com  
 (address)      (fax number)      (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant's Signature(s) and Date:

① [Signature]      Date 4/11/16      ② \_\_\_\_\_      Date \_\_\_\_\_  
 ③ [Signature]      Date \_\_\_\_\_      ④ \_\_\_\_\_      Date \_\_\_\_\_

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: August 1, 2016

### Agenda Item:

#### **From the Planning Commission: Recommendation to Establish an Ad Hoc Advisory Committee for the System Development Charge/Construction Excise Tax Study**

### Background:

As you are aware, the City Council has provided funding to review and update System Development Charges for the City of Newport. On July 5, 2016, the City issued a request for proposals, soliciting consulting services to assist in updating its 2007 system development charge methodology. This will also include assessing the viability of establishing a construction excise tax for affordable housing, which was authorized by the State Legislature earlier this year. The Planning Commission is in concurrence with a list of representatives that are willing to serve on the Ad Hoc Advisory Committee. The committee will work with the selected consultant in developing recommendations that will be reviewed by the Planning Commission and the City Council for updating our SDC methodologies and considering whether the construction excise tax options make sense for the City of Newport. The Planning Commission has reviewed the possible membership for this committee, which would include: Jim Patrick from Dolphin Construction (also Planning Commission Chair), Jeff Waarvick, a local attorney, Dustin Capri, Capri Architecture, Tim Gross, City Engineer, Rich Belloni, Lincoln County School District, David Craig, Oregon State University, Blake Phillips, Oksen Holt Construction, Allen Wells, Real Estate Broker with Commercial Associates, and Joanna Troy of the Lincoln County Housing Authority. In addition, it would be appropriate for the City Council to appoint a member to serve on this Ad Hoc Advisory Committee.

It is expected that the committee would be engaged up to a half dozen times between September 2016 and May 2017 to review and provide feedback on the SDC review.

It would be appropriate for the Council to select a member from the City Council to serve with the Ad Hoc Committee, as well as confirm appointment for the other Ad Hoc members.

### Recommended Action:

I recommend the City Council consider the following motion:

**I move to create a System Development Charge/Construction Excise Tax Study Ad Hoc Advisory Committee, and appoint Jim Patrick, Jeff Waarvick, Dustin Capri, Tim Gross, Rich Belloni, David Craig, Blake Phillips, Allen Wells, and Joanne Troy to this committee, with Councilor \_\_\_\_\_ serving on the Committee to represent the City Council to work with the review of SDC methodologies projects with the construction excise tax options, and to provide a report to the Planning Commission and City Council on recommended actions regarding SDC charges.**

### Fiscal Effects:

None by creating the Ad Hoc Committee Advisory Committee.

Alternatives:

Modify the members of the Ad Hoc Advisory Committee, or as advised by the City Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a light blue rectangular background.

Spencer R. Nebel



**STAFF REPORT  
CITY COUNCIL AGENDA ITEM**

**Title:** Establishment of an Advisory Committee for the System Development Charge / Construction Excise Tax Fee Study

**Prepared by:** Derrick I. Tokos, AICP, Community Development Director

**Recommended Motion:** I move to appoint Councilor \_\_\_\_\_ as the City Council representative to the Ad Hoc Advisory Committee that will be assisting the City with its System Development Charge / Construction Excise Tax Study, and accept the membership roster for the committee as discussed this evening.

**Background Information:** On July 5, 2016 the City of Newport issued a Request for Proposals (RFP) soliciting consulting services to assist in updating its 2007 System Development Charge methodology and in assessing the viability of establishing a construction excise tax for affordable housing. The deadline for submitting proposals was originally set for August 5, 2016. It has been extended to August 19th in order to solicit additional interest from qualified consulting firms. The deadline for completing the project and the percentage options for the commercial/industrial construction excise tax were also adjusted.

The RFP calls for an Ad Hoc Advisory Committee to be formed to assist the consultant and staff with the project. The Committee would be engaged up to a half dozen times between September of 2016 and May of 2017 to review and provide feedback on growth projections, SDC eligible capital projects, alternative SDC methodologies, construction excise tax options, and final policy and code amendment recommendations. The following individuals have expressed an interest in serving on the committee:

- Affordable Housing Representative - Joanna Troy, Lincoln County Housing Authority
- Commercial Real Estate - Alan Wells, Broker with Commercial Associates
- Residential Real Estate - Blake Phillips, Oksenholt Construction
- Multi-Family Housing Representative - David Craig, Oregon State University
- Institutional Representative - Rich Belloni, Lincoln County School District
- Public Works Department - Tim Gross, City Engineer
- Residential/Commercial Design - Dustin Capri, Capri Architecture
- Land Use/Real Estate Legal Expertise - Jeff Waarvick, Attorney
- Planning Commissioner - Jim Patrick, Dolphin Construction
- City Council Representative - ???

The Planning Commission reviewed the committee roster at its August 8, 2016 meeting and felt that it represents a suitable range of “key” stakeholders. We had hoped to get a representative from Wilder, given that they are the largest land developer in the City; however, they could not commit to participating in that capacity.

**Fiscal Notes:** None with respect to this agenda item. The System Development Charge / Construction Excise Tax Study is a funded project.

**Alternatives:** Proceed with the Ad Hoc Advisory Committee roster as proposed, modify the roster, or as directed by Council.

**Attachments:**

RFP for the System Development Charge / Construction Excise Tax Fee Study  
Amendment No. 1 to the RFP

[CITY OF NEWPORT](#)

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NEWPORT, OREGON 97365

COAST GUARD CITY, USA



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<http://newportoregon.gov>

mombetsu, japan, sister city

## **CITY OF NEWPORT, OREGON**

### **REQUEST FOR PROPOSALS**

**for**

### **CONSULTING SERVICES TO REVISE THE CITY OF NEWPORT'S SYSTEM DEVELOPMENT CHARGE METHODOLOGY AND PERFORM A CONSTRUCTION EXCISE TAX FEE STUDY**

**PROPOSALS DUE: August 5, 2016, by 5:00 pm**

#### **SUBMIT PROPOSAL TO:**

**Derrick I. Tokos, AICP  
Community Development Director  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365**





# **CITY OF NEWPORT, OREGON**

## **Request for Proposals**

### **Consulting Services to Revise the City of Newport's System Development Charge Methodology and Perform a Construction Excise Tax Fee Study**

#### **1. INTRODUCTION**

The City of Newport is seeking proposals from qualified individuals, firms, teams (hereinafter referred to as Consultant), with demonstrated experience in evaluating and updating municipal System Development Charge (SDC) methodologies and performing fee studies.

#### **2. PROJECT OVERVIEW**

The purpose of this project is to revise the City of Newport's 2007 System Development Charge Methodology to (a) ensure that formulas used to establish SDC fees accurately account for the impact new development has on the capital system and are proportional to the scale of a project; (b) confirm that growth projections are reasonable; (c) promote affordable housing; (d) update capital project lists to align with current facilities plans and confirm that projects listed are likely to be needed in a 20-year planning period; and (e) gauge the cumulative impact of proposed SDC rate adjustments to ensure that they are in line with other similarly situated communities. All work is to conform to statutory requirements for SDC methodologies outlined in ORS 223.297 to 223.314

In addition, Consultant is to assess likely revenues and the cumulative impact to development fees should the city elect to impose a residential construction excise tax of 1% of permit valuation and a commercial/industrial excise tax ranging from 1% to 3% of permit valuation. The work must take into consideration parameters for such taxes set forth in SB 1533, adopted in the 2016 legislative session, and shall provide recommendations for how the City could structure developer incentives required as part of the legislation to offset additional costs attributed to the tax.

#### **3. DRAFT SCOPE OF WORK**

This draft scope of work represents the City's best estimate of the work needed to accomplish the objectives for this project. The City is open to alternative approaches that may deviate from this scope to better meet project objectives.

- A. Project Kick-off. Staff will provide Consultant with relevant background information in an electronic format, where available. This may include, but is not limited to:
1. 2007 System Development Charge Methodology
  2. SDC Rate Adjustment Resolutions and Worksheets
  3. Construction Excise Tax Resolutions and Worksheets (Schools)
  4. Historical Permit Data
  5. Transportation System Plan (2012)
  6. Water System Master Plan (2008)
  7. Wastewater System Master Plan (draft)

8. Stormwater Master Plan (draft)
9. Airport Master Plan (draft)
10. South Beach Urban Renewal Plan
11. Newport Northside Urban Renewal Plan
12. McLean Point Urban Renewal Plan

Consultant shall review the background materials and participate in a conference call with City staff to clarify study objectives and confirm key policies and background information that could inform the work. At this meeting, consultant and staff will also confirm the range of key stakeholders that will need to be engaged, public outreach opportunities that will be pursued, and any other issues necessary to clarify the scope and schedule.

Product: Memo documenting meeting outcomes and final scope of work.

- B. Overview of SDC Laws and Methodology Alternatives. Consultant is to attend an advisory committee meeting to provide a general overview of SDC laws and methodology alternatives, project objectives, and the timeline for completing the work. A portion of the meeting agenda should be dedicated to soliciting feedback from the group on key issues they want to see addressed within the scope of the project. City staff has prepared summary material describing the City's SDC program, and that information would be shared with consultant.

Product: PowerPoint presentation or equivalent.

- C. Confirmation of Eligible Capital Projects. Consultant, with the assistance of City staff, shall identify capital projects in adopted facility plans that are eligible for improvement or reimbursement system development charges. Planning level cost estimates for eligible projects are to be escalated as appropriate. From that list, a recommended set of projects will be identified considering alternative funding sources and the likelihood that the work will be performed in a 20-year planning period. Lists will identify the percentage eligibility of a project with assumptions used to establish the percentages outlined in narrative form. Consultant to present the information to an advisory committee to confirm or adjust the recommendations.

Product: Capital project eligibility lists with text descriptions and/or maps sufficient to accurately describe the location and extent of the public improvements.

- D. SDC Methodology Alternatives Analysis. Consultant shall prepare a memo assessing the City's current Equivalent Dwelling Unit (EDU) based methodology and identify where changes could be made to promote affordable housing and ensure that fees charged are proportional to the scale of a project. The report should also review SDC credits the city provides and identify changes that could be made to ensure that they accurately account for pre-existing impacts and can be reasonably administered. Consultant to present the information to an advisory committee and solicit feedback on preferred alternatives.

Product: Memo outlining findings of consultants' review of the existing SDC methodology with recommendations for potential revisions.

- E. Construction Excise Tax Assessment. Consultant to prepare a memo assessing the likely revenues and the cumulative impact to development fees should the city elect to impose a residential construction excise tax of 1% of permit valuation and a commercial/industrial excise tax ranging from 1% to 3% of permit valuation. The work must take into consideration parameters for such taxes set forth in SB 1533, adopted in the 2016 legislative session, and shall provide recommendations for how the City could structure developer incentives required as part of the legislation to offset additional costs attributed to the tax. The memo shall also consider the cumulative impact of a tax and any proposed SDC rate adjustments to ensure that they are in line with other similarly situated communities. Consultant to present the information to an advisory committee, solicit feedback on a preferred approach, and make recommended changes to the document.

Product: Memo outlining options for how the city could structure a construction excise tax and developer incentives with a “total cost” comparative analysis to other similarly situated communities.

- F. Draft Report. Consultant to prepare a draft update to the City’s System Development Charge Methodology that incorporates the information and recommendations derived from the previous tasks. The document will then be circulated to the advisory committee and consultant will attend a meeting with the committee to obtain feedback on the draft document.

Product: Draft update to the City’s System Development Charge Methodology.

- G. System Development Charge Worksheets. Consultant shall develop automated spreadsheets or similar tools to assist City staff in adjusting SDC eligible project lists and associated charges as those lists may be amended from time to time as projects are completed or new project priorities are identified. Additionally, Consultant shall prepare a spreadsheet or similar tool that City staff and members of the public can use to conveniently calculate estimated system development charge costs and excise tax fees attributed to a planned project.

Product: Spreadsheets or similar tools to assist with future updates to the SDC methodology and in calculating SDC and excise tax fees attributed to new development.

- H. Final Reports. Consultant shall prepare a final draft of the updated System Development Charge Methodology. The report must summarize the public engagement process, alternatives considered, and the rationale for recommended revisions. The report shall also be formatted such that the graphics and text can be readily incorporated by the City into other planning documents. City staff will prepare documents related to the adoption of the methodology; however, Consultant shall be available to provide at least one round of edits to address feedback received from the Newport Planning Commission and City Council.

Product: An electronic copy and six (6) hardcopies of the final report.

Consultant shall coordinate as needed with City staff throughout the process. Unless otherwise specified, it is the City’s preference that work product be delivered in an electronic format. Should Consultant develop any GIS data layers in conjunction with this project, such data shall be provided to the City with delivery of the final report. It is the City’s expectation

that Consultant will be able to utilize technical data from City's existing facility plans, where available, to inform the development of planning level cost estimates.

#### **4. PROJECT SCHEDULE**

Completed by end of February 2017 so that ordinances can be considered and adopted, as needed, to inform the preparation of the fiscal year 2017/2018 budget process.

#### **5. TASKS TO BE PERFORMED BY CITY**

City staff will coordinate advisory committee meetings, and prepare meeting summaries, outreach materials, and implementation ordinances. Staff will also provide Consultant with technical assistance at all stages of the project.

#### **6. BUDGET AND SOURCE OF FUNDS**

A total of \$30,000 is budgeted for this project. Of that amount, \$25,000 is from System Development Charge Funds set aside for this update and \$5,000 is from the General Fund.

#### **7. PROJECT PROPOSAL REQUIREMENTS**

Proposals should be organized in the following format:

- A. Cover Letter. Provide a cover letter, signed by a duly constituted official legally authorized to bind the proposer to both its proposal and cost estimate. The cover letter must include the name, address, and telephone number of the proposer submitting the proposal and the name, title, address, telephone number, fax number, and email address of the person, or persons, to contact whom are authorized to represent the proposer and to whom correspondence should be directed.
- B. Project Approach and Understanding. Provide a detailed description of the Consultant's proposed approach demonstrating how the City's objectives will be accomplished as outlined in the above draft Scope of Work. Clearly describe and explain the reason for any proposed modifications to the methods, tasks and products identified in the draft Scope of Work outlined in Section 3 of this RFP.
- C. Project Organization and Team Qualifications. Identification of all services to be provided by the principal firm and those proposed to be provided by subcontractors and information regarding the firm(s) assigned to the project including size of firm(s) and overall capabilities of each as considered relevant to this project. Provide information regarding all personnel assigned as team members to this project including names, prior experience, position, role and level of responsibility in the project. The City reserves the right to reject any proposed firm or team member or to request their reassignment. The project manager shall be identified by name and shall not be changed without written approval by the City. The principal consulting firm must assume responsibility for any sub-consultant work and shall be responsible for the day to day management and direction of the project.
- D. Project Timeline. Proposed timeline for accomplishing the project, including critical paths and milestones, and specific consulting staff by task based on the draft Scope of Work.

- E. Project Coordination and Monitoring. Describe the process for ensuring effective communication between the Consultant, Stakeholders, and the City, and for monitoring progress to ensure compliance with approved timeline, budget, staffing and deliverables.
- F. Proposed Cost of Services. Provide a budget summary broken down by task, time, personnel, and hourly rate, number of hours and cost for each team member including those employed by subcontractors. Fee information should be formatted to correspond to tasks identified in this RFP; however, this format may be modified to suit the consultant's approach to this project. The summary shall include a budget for reimbursable expenses. The final cost of consulting services may be based on a negotiated detailed scope of work. The budget summary shall also include all required materials and other direct costs, administrative support, overhead and profit that will apply.
- G. Similar Project Experience. Specific examples of comparable work which best demonstrate the qualifications and ability of the team to accomplish the overall goals of the project under financial and time constraints. Provide names, addresses and telephone numbers of clients associated with each of these projects. Through submission of a proposal, all respondents specifically agree to and release the City of Newport to solicit, secure and confirm information provided.

## 6. SELECTION OF PROPOSALS

Proposals will be evaluated based on the following criteria:

|  |          |
|--|----------|
| Thoroughness, quality and conciseness of submittal.  | 20 pts.  |
| Project understanding and approach for accomplishing the City's objectives.  | 20 pts.  |
| Qualifications of the project manager and project team, and proven ability to successfully complete projects of similar scope. | 20 pts.  |
| Proposed cost of services.   | 15 pts.  |
| Ability to complete the Scope of Work within six (6) months of when the consulting contract is signed.                         | 10 pts.  |
| References from past and present clients.  | 15 pts.  |
| Total  | 100 pts. |

## 7. PROPOSAL SUBMITTAL AND SCHEDULE

Parties interested in submitting a proposal should contact Derrick Tokos, Newport Community Development Director, to indicate their interest in submitting a proposal and specify the manner to receive any amendments to the RFP.

Four (4) copies of the proposal shall be submitted to the City of Newport, Attention: Derrick I. Tokos, AICP, Community Development Director, 169 SW Coast Highway, Newport, Oregon 97365, **no later than 5:00 P.M., August 5, 2016.** Envelopes should be marked: "Newport System Development Charge and Construction Excise Tax Study."

**Proposals must be submitted in a sealed envelope.** All proposals must be completed in ink or typewritten. Facsimile proposals will not be accepted. Questions may be addressed to Derrick I. Tokos, AICP, Community Development Director, (541) 574-0626, [d.tokos@newportoregon.gov](mailto:d.tokos@newportoregon.gov).

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP amendments. No proposal will be considered if it is not responsive to any issued amendments.

**AMENDMENT NO. 1 TO**  
**REQUEST FOR PROPOSALS FOR**  
**CONSULTING SERVICES TO**  
**REVISE THE CITY OF NEWPORT'S**  
**SYSTEM DEVELOPMENT CHARGE METHODOLOGY**  
**AND PERFORM A CONSTRUCTION EXCISE TAX**  
**FEE STUDY**

*This first amendment revises the project overview; construction excise tax assessment; project schedule; selection of proposals; and the proposal submittal and schedule sections of the Request for Proposals. Deleted language is shown with a ~~strike through~~ and new language is depicted with an underline.*

**Section 2. PROJECT OVERVIEW**

The purpose of this project is to revise the City of Newport's 2007 System Development Charge Methodology to (a) ensure that formulas used to establish SDC fees accurately account for the impact new development has on the capital system and are proportional to the scale of a project; (b) confirm that growth projections are reasonable; (c) promote affordable housing; (d) update capital project lists to align with current facilities plans and confirm that projects listed are likely to be needed in a 20-year planning period; and (e) gauge the cumulative impact of proposed SDC rate adjustments to ensure that they are in line with other similarly situated communities. All work is to conform to statutory requirements for SDC methodologies outlined in ORS 223.297 to 223.314

In addition, Consultant is to assess likely revenues and the cumulative impact to development fees should the city elect to impose a residential construction excise tax of 1% of permit valuation and a commercial/industrial excise tax ranging from ~~1% to 3%~~ 0.5% to 2% of permit valuation. The work must take into consideration parameters for such taxes set forth in SB 1533, adopted in the 2016 legislative session, and shall provide recommendations for how the City could structure developer incentives required as part of the legislation to offset additional costs attributed to the tax.

**Section 3. DRAFT SCOPE OF WORK**

E. Construction Excise Tax Assessment. Consultant to prepare a memo assessing the likely revenues and the cumulative impact to development fees should the city elect to impose a residential construction excise tax of 1% of permit valuation and a commercial/industrial excise tax ranging from ~~1% to 3%~~ 0.5% to 2% of permit valuation. The work must take into consideration parameters for such taxes set forth in SB 1533, adopted in the 2016 legislative session, and shall provide recommendations for how the City could structure developer incentives required as part of the legislation to offset additional costs attributed to the tax. The memo shall also consider the cumulative impact of a tax and any proposed SDC rate adjustments to ensure that they are in line with other similarly situated communities. Consultant to present the information to an advisory

committee, solicit feedback on a preferred approach, and make recommended changes to the document.

Product: Memo outlining options for how the city could structure a construction excise tax and developer incentives with a “total cost” comparative analysis to other similarly situated communities.

#### Section 4. PROJECT SCHEDULE

Completed by end of ~~February~~ May 2017 so that ordinances can be considered and adopted, as needed, ~~to inform the preparation~~ as part of the fiscal year 2017/2018 budget process.

#### Section 6. SELECTION OF PROPOSALS

Proposals will be evaluated based on the following criteria:

|  |          |
|--|----------|
| Thoroughness, quality and conciseness of submittal.  | 20 pts.  |
| Project understanding and approach for accomplishing the City’s objectives.  | 20 pts.  |
| Qualifications of the project manager and project team, and proven ability to successfully complete projects of similar scope.           | 20 pts.  |
| Proposed cost of services.   | 15 pts.  |
| Ability to complete the Scope of Work <del>within six (6) months of when the consulting contract is signed by the end of May 2017.</del> | 10 pts.  |
| References from past and present clients.  | 15 pts.  |
| Total  | 100 pts. |

#### Section 7. PROPOSAL SUBMITTAL AND SCHEDULE

Parties interested in submitting a proposal should contact Derrick Tokos, Newport Community Development Director, to indicate their interest in submitting a proposal and specify the manner to receive any amendments to the RFP.

Four (4) copies of the proposal shall be submitted to the City of Newport, Attention: Derrick I. Tokos, AICP, Community Development Director, 169 SW Coast Highway, Newport, Oregon 97365, **no later than 5:00 P.M., August 5, 2016** August 19, 2016. Envelopes should be marked: “Newport System Development Charge and Construction Excise Tax Study.”



## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: August 15, 2016

### Agenda Item:

**From the Sister City Committee, Report on the 2016 Adult Exchange to Mombetsu, and the Student Exchange from Mombetsu as part of the 50<sup>th</sup> Anniversary of the Sister City Agreement**

### Background:

Councilor Wendy Engler and I were part of an eleven member delegation that participated in a Sister City visit to Mombetsu, Hokkaido, Japan to celebrate the 50<sup>th</sup> Anniversary of the Sister City Agreement between Mombetsu and Newport. Councilor Engler and I will give a report on this experience. I have included a more detailed report in the packet for your review.

In addition, Newport had the opportunity to host a student delegation from August 4 through August 8. Ted DeWitt and Daniela Crowder did an excellent job coordinating the visit for these students. They will give a brief report on hosting this student delegation.

The 50<sup>th</sup> Anniversary of the Sister City Agreement was kicked off with an adult delegation coming to Newport in May of this year, an adult delegation heading to Mombetsu in July of this year, and the student delegation visiting Newport earlier this month. These are the last of the scheduled activities to close out the celebration of the 50<sup>th</sup> Anniversary of the Sister City Agreement. I appreciate the support of the City Council, the delegates who participated in the visit to Mombetsu and the volunteers who coordinated many aspects of hosting both the adult and student delegation during the past few months. The Sister City Program is going through a leadership transition in Newport with longtime coordinators, Mark & Cindy McConnell moving to Sunriver. Mark & Cindy have been instrumental in coordinating many aspects of the Sister City relationship over the last two decades. We appreciate all of their efforts in maintaining an active and strong relationship with Mombetsu during this time. I think, with this change, it would be a good opportunity for the City Council to formalize the Sister City Committee to create a sustainable Sister City relationship going forward. I will be bringing a future recommendation to the City Council towards this end for the Council's consideration.

### Recommended Action:

None.

### Fiscal Effects:

None.

### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel

## Report on 2016 Sister City Trip to Mombetsu, Japan

In July of 2016, a delegation of eleven represented the City of Newport in Mombetsu - Hokkaido, Japan as part of an adult exchange to help recognize the 50<sup>th</sup> anniversary of the signing of the Sister City Agreement between Mombetsu and Newport. In addition to Angela and myself, former Mayor Mark McConnell and Cindy McConnell served as our delegation leaders with City Councilor Wendy Engler representing Mayor Roumagoux as part of this delegation. Wendy was accompanied by her husband Lon Brusselback. In addition, Alice and Tom McNamara, Tasha Britton, Samara Shaw, and Michael Bateman comprised the rest of the delegation. Please note that all travel expenses are borne individually by the delegation members. The City of Newport does not participate in any of the travel expenses for any of the delegation.

The members of the delegation traveled at different times in order to meet together in Sapporo, with Mombetsu arranging for transportation from Sapporo to Mombetsu on Wednesday, July 19.

Wendy Engler, Lon Brusselback, Angela, and I flew out together from Portland on Thursday July, 14. We arrived after ten hours of flight time to Narita Airport in Tokyo, Japan on July 15 in about 2:30 P.M. in the afternoon. After a layover in Tokyo, we transferred to a flight that took about one hour and 50 minutes to fly from Tokyo to Sapporo (Wendy and Lon had a later flight to Sapporo).

We took a train from the Sapporo Airport to Sapporo station in downtown Sapporo and then took a cab from the station to our hotel to begin our stay in Sapporo. Please note that the first days of the trip in Sapporo delegates were generally doing their own itineraries in touring prior to meeting as a group for the formal Mombetsu exchange. Sapporo is the fourth largest city in Japan. During the time in Sapporo we were generally on our own with the different delegated members doing their own plans and activities. Please note that Motoko Otake helped facilitate a number of activities for a number of participants for this trip. In our case we handled most of our own plans with consultation Motoko during this time.

I thought I would provide a day to day log to give some thoughts on things that people might want to do as part of a future delegation to Mombetsu.

- Saturday, July 15: The temperature was in the mid 70's humid with partly sunny skies. We stay at the Hotel Sunroute in Sapporo located on the 8<sup>th</sup> block Tanukikoji Shopping Arcade. This shopping arcade is basically a street that is packed with various shops restaurants, bars, and other entertainment places. The street is covered, but open to the air. While there we participated in karaoke (quite different from US karaoke since you are in your own private room), pachinko a type of casino type game popular in Japan, for lunch we stop in a restaurant to have Okonomiyaki which is a type of Japanese pancake that you cook on the table in front of you. In the afternoon we took a walk through Odori Park which is located in the center of Sapporo and has many fountains, open spaces, trees, and other natural items through this eight block long park. They were setting up for the Sapporo Beer Festival which will go on for several weeks. We checked out the Sapporo TV Tower

observatory, which is about 100 meters above ground to get a bird's eye view of City of Sapporo.

- Sunday, July 16: Temperatures in the low 70's with light rain throughout the day. Motoko had arranged for a number of the members of our group to take a day long tour of Shikotsu-Toya National Park. This national park is located to the south and southwest of Sapporo. It contains several picturesque caldera lakes, as well as a number of major mountains surrounding these lakes. Lake Toya was the site of the G8 Summit in 2008, several towns had to be evacuated due to volcanic eruptions at this location. During our travels to the park we stopped at a farmer's market and were able to sample the local cherry crop and strawberries that were available at the market. The strawberries were some of the most flavorful I have ever had! The main road coming from the coast was lifted when the land underneath the road rose more than 90 meters as part of this volcanic eruption. We had a chance to visit caldera which is still omitting steam from this volcano. Interestingly enough this highway to Lake Toya has since been replaced by a major tunnel through these geologically unstable lands. Perhaps a tunnel under Yaquina Bay may resolve the future issues relating to the aging Yaquina Bay Bridge. Japanese utilize tunnels through much of the route between Lake Toya and Sapporo. We also visited Lake Shikotsu which is the second deepest lake in Japan. This lake is 262 meters deep! I certainly appreciate the efforts of Motoko who made these arrangements for a beautiful day touring these park lands for our group.
- Monday, July 17: Temperature were in the low 70's with high humidity and overcast skies. We ventured out on our own to the Hokkaido Jingu Shrine. This gave us an opportunity to navigate the Sapporo subway system, which is remarkable easy to use. English is available when you are buying your tickets at the kiosk and all the stops are announced in English and Japanese. Hokkaido does not contain the large number of shrines and temples as central Japan does. Hokkaido is in a sense Japanese newer frontier. During the time that massive shrines, temples, and castles were being built in central Japan, Hokkaido was a wilderness area occupied by the Ainu people. Sapporo is a very modern city without the rich thousand-year-old structures that common on the main island Honshu. The natural beauty of Hokkaido helps make-up for having fewer historical treasures common in Japan. We then navigated the subway to utilize the tram that runs through the city center in order to catch the Mount Moiwa Ropeway which brings you to the top of one of the mountains near Sapporo for a truly spectacular view of the center city and the valley that Sapporo is located in. That night we found a Shabu Shabu restaurant, where you are provided with trays of vegetables and thinly slice Japanese beef with a pot of boiling water in the middle of your table. You place your various vegetables into the boiling water and after they have come to a boil you can begin taking your slices of raw beef with chop sticks and steeping them in the boiling in the boiling water and cooking them to your desired doneness. Shabu Shabu is a great experience and a great meal to have!
- Tuesday, July 18: Weather was overcast and cool with heavy drizzle. We spent time during the day shopping the Underground District which includes about a mile of small shops located underground stretching between subway stations. This is truly a good feature for a snow city like Sapporo. Large crowds of people use the underground walkways to travel around Sapporo during inclement weather. For

lunch we visited the Ramen Noddle Alley which included dozens of Ramen Noodle shops each with their own types of menus. Most having the capability of seating about ten individuals at a time. We certainly enjoyed a delicious Ramen Noodle meal that included a fried egg, ham and for me over a miso soup base. For dinner on Tuesday, our entire group got together for the first time for a Genghis Khan style barbeque at the Sapporo Brewery. Each table had its own propane Genghis Khan type barbeque. Raw lamb and various vegetables were provided for the barbeque. A piece of fat was used to grease the barbeque surface for cooking. It was a smoky but delightful dining experience! Takuma Sato who is the Section Chief of the Comprehensive Strategy Promotion Division for the City of Mombetsu and Shogo Terasaki joined our delegation for the dinner along with Mark and Cindy McConnell's friend Hiroumi Umeda, who is a shipping trade company CEO in Sapporo, and Motoko.

- Wednesday, July 20: Our entire group was transported by bus from Sapporo to Mombetsu at 10 A.M. The travel time between Sapporo and Mombetsu is about four hours with lunch and a couple of stops at Japan's very famous rest stops, we arrived in Mombetsu at 4:30 P.M. and met Mayor Miyakawa, President Kato, and some of the host families at the Hotel Okhotsk Palace. Mombetsu had us take part in a traditional Japanese Green Tea ceremony at the hotel and most of the members of the delegation had dinner at the hotel provided by the City of Mombetsu. Following dinner, we were brought to our various host families and various activities were provided by the individual host families for the balance of the evening.

- Thursday, July 21: The delegation arrived at City Hall and had a meeting with Mayor Miyakawa to discuss a number of issues relating to the sister city effort. Mayor Miyakawa indicated that Mombetsu is a city that is struggling with substantial population loss since the gold mines shut down a number of decades ago. The city has lost half of its population. He is very interested in working to make Mombetsu a resort destination in Hokkaido.

We also discussed the possibility of participation by artists from Mombetsu in the Nye Beach Banner program. We discussed sending twelve blank canvas banners to Mombetsu for local artists to paint and return back to Newport as part of the Banner program. In turn, we would send an equivalent number of banners to Mombetsu from Oregon artists so that they could display and sell those banners to raise funds for art education in Mombetsu. This could also create a similar program in Mombetsu with additional banners being painted by artist in Mombetsu. Norimichi Morino Manager of the Comprehensive Strategy Promotion Division will be our primary contact to work out details for this banner program.

In addition, we discussed the transition of the Sister City coordination in Newport with the departure of Mark and Cindy McConnell who have been the contacts for the Sister City program for many years. With Mark and Cindy moving to Sunriver, new contacts need to be established in Newport for future Sister City activities. The contacts will be the City Recorder's Office and the City Manager's Office. Furthermore, it will be important to keep a Sister City Committee activated in Newport. While there will be periods of time without any activity, when exchange opportunities come up it will be important to have a group ready to deal with the

responsibilities of hosting the delegation or preparing a delegation to travel to Mombetsu.

In addition, we discussed future exchanges between Mombetsu and Newport. It was agreed that minimally there should be adult exchanges every five years and students exchanges every three years in coordination with the future anniversary dates of the Sister City agreement. The next youth exchange from Mombetsu is scheduled for 2019. Furthermore, both cities indicated that they would be happy to host delegations in between the five year anniversaries of the agreement. Newport is considering sending a youth delegation in 2017 to Mombetsu.

I think it may be appropriate for the City Council to create a more formal Sister City Committee to deal with these future exchanges. This committee should meet at least once annually and as often as needed when an actual exchange is occurring. This committee could appoint a host committee, when necessary, to plan itineraries and set up host families for specific delegations that would be traveling to Newport. It would be good for a formal communication to be sent from Newport to Mombetsu at least annually to maintain communications during times when exchanges are not occurring.

Our delegation along with the Russian delegation from Korsakov located across the Okhotsk Sea from Mombetsu also participated in a tree planting ceremony. Cherry trees were planted to commemorate the 50<sup>th</sup> Anniversary of the Sister City relationship in a park in Mombetsu. This has been done in previous Anniversary years as well. The delegation had lunch at a café on the top of Mount Oyama. Following lunch we visited the Skytower. The Okhotsk Tower which gives you views of the ocean and in the winter time views of the sea ice. We visited the Seal Center in which injured seals are kept and trained as an exhibit. We were able to pet the seals at this location. We visited the Sea Ice Museum which was a very nice museum which focused on the Okhotsk Sea and had a room that was kept at 20 below Zero Fahrenheit with exhibits of sea ice and various fish that were in crystal clear block of ice for viewing. It was a very “cool” display.

That evening our delegation participated with the Russian delegation in a memorial reception focused on the 50<sup>th</sup> Anniversary of the Newport and Mombetsu Sister City Agreements. City Councilor Wendy Engler provided remarks on behalf of the Mayor, City Council and the people of Newport at the banquet honoring the Anniversary of the Sister City Agreement. In addition, as our group leaders Mark and Cindy McConnell also provided comments at the dinner as did Mayor of Korsakov and the Mayor of Mombetsu.

- Friday, July 22: Weather was sunny, high in the mid 70's. Our delegation arrived at the City Museum where we participated in making fine art! All participants had the opportunity to paint their hand and make a hand print on a card that we were able to bring back with us and a hand print on a poster to commemorate our visit to Mombetsu. We had orange fingers for the rest of the day! Mombetsu has a very modern and nice museum with well-done displays about commercial fishing, gold mining, and life on the north edge of Hokkaido. In addition, we had the opportunity to visit the Machinaka Art Gallery which was another first class facility which had an exhibition from a local Mombetsu painter who painted depictions of sea ice from the late 1940's until his death in 1990 (+ -).

The delegation then participated in a regular meeting of the Mombetsu Rotary Club. Prior to the meeting the club President led us in calisthenics and in song before starting the meeting. At the meeting I made a presentation on behalf of our delegation traveling to Mombetsu. Following the meeting I met with members of the Rotary Club to discuss establishing a regular student exchange through Rotary between Mombetsu and Newport. The Newport Rotary Club has discussed this as well and is currently working with the Rotary District to try a facilitate this city to city exchange. This is a bit different from what Rotary exchanges typically involve, however our Rotary District is very interested in trying to facilitate this. Mr. Toshiharu Kita is the youth exchange chairperson for the Rotary District that includes Mombetsu. Their district is ready if our district is in agreement with this exchange. Since being back I have provided a brief report to the Newport Rotary Club of this matter and intend to work with the Newport Rotary Club to bring these discussions to sort of conclusion.

Shogo Terasaki from the Comprehensive Strategy Promotion Division and Takumi Ono from the Section of Disaster Planning provided me an overview of preparedness efforts in Mombetsu. Like Newport, Mombetsu is not subject to any regular cycles of earthquakes, however shore faults could generate tsunami activity up to five meters in height which is just over 16 feet of water. Since the Sendai Tsunami, Japan has been address preparedness activities in those areas that have be denied less susceptible to this type of activity including Mombetsu. The Hokkaido Prefecture has developed tsunami maps for all shore areas surrounding Hokkaido including Mombetsu. The Prefecture has also provided funding for certain projects to allow for the evacuation of inundation zones. In Mombetsu these have included the construction of a series of stairways from the inundation areas up shoreline bluffs to safety zones. In addition, Mombetsu has designated eight evacuation shelter locations in the community. In the event of a tsunami emergency personal would use vehicles with speakers to announce the type of danger and to urge immediate evacuation from areas that would be impacted by the tsunami. In addition, in cooperation with the electric company key light poles are marked with elevation information to assist individuals seeking high ground. Furthermore, signs have been placed on the prefecture highways were traffic is operating within a tsunami zone and when they are out of that tsunami zone. In addition, there are signs along the way showing the elevation of the road once it is at the tsunami level. Takumi is a fireman who has been assigned to a three-year responsibility to develop an emergency response plan for Mombetsu. Part of his effort is evaluating various building and facilities that would play various roles in different types of disaster events. This inventory is intended to provide guidance to disaster managers for dealing with the needs of the people during those events.

It was a very beneficial tour to see how they were preparing Mombetsu for natural disasters. Like Oregon, Hokkaido has not been thought of as an area subject to a major near shore tsunami event. As a result, they struggle to have their residents take these issues seriously and are really about at their midpoint of their planning for dealing with these types of issues.

On Friday evening we enjoyed a barbeque at a city park facility located near the waterfront. The Japanese traditionally use real charcoal that still is in the shape of

the firewood used to make the charcoal. The charcoal is lit without lighter fluid utilizing paper and fans in order to get the charcoal going. At the barbeque we had beef, lamb, scallops, fish and other wonderful foods cooked over natural charcoal.

- Saturday, July 23: The weather was sunny with highs in the upper 70's. The big event on Saturday was the Mombetsu Port Festival. I was asked to provide a speech for the opening of the Port Festival along with the Russian Mayor as well as Mayor Miyakawa, and Chairman of the Mombetsu City Council Hisashi Shibata who is one of the visitors to Newport in May. The festival closes down a number of downtown streets where various types of booths are set-up. We had a brief stroll around the festival grounds and had a wonderful opportunity to have "fair" food, Mombetsu style, for lunch.

Mayor Miyakawa and his wife along with Shogo took Angela and I out to view the city's natural area which consists of a number of lakes that are impacted by title changes. The lakes are all salt water. Mombetsu is trying to develop this natural area for tourist to learn and see natural things in Mombetsu. We visited an old seasonal fishing house in which commercial fishermen used to process their fish catch. Mombetsu is trying to develop this site as an interruptive location so that visitors can understand how fish was caught and processed in previous generations. The beaches in Mombetsu are a black sand and the sea water was warmer than I expected (This is based on putting my hand in the water). Mayor Miyakawa is interested in promoting this area for more tourism activity. That evening we had dinner at a sushi restaurant (One were the sushi travels on a rotating conveyor belt by all of the dinners) and completed the evening by heading out on the Garinko-II to watch the fireworks for the Port Festival. It truly was an outstanding fireworks show with fireworks being fired from three different locations and included a number of special effects including Mount Fuji which was a long lasting fireworks display which apparently hung from cables making a mountain shape where the burning fireworks almost look like water flowing off the cable. Mt Fuji burned for at least a couple of minutes! (This would be great for our fireworks at some point!)

- Sunday, July 24: Our delegation arrived at City Hall for our departure. This was certainly a tearful time for a number of folks (except for Shogo who had the responsibility for taking care of us for all these days!). Mombetsu transported us by city bus to Sapporo via their ski and wine country area of Hokaido. They treated us to one last dinner in Sapporo prior to our departure on Monday, July 25.
- Monday, July 25: Our entire delegation flew from Sapporo, Japan to Tokyo's Narita Airport which was a flight under two hours with our group departing at the Narita Airport, we spent about five hours waiting for our departing flight which left at 3 in the afternoon on Monday, July 25 for Portland. Through the miracle of the international date line we arrived in Portland at about 9 A.M. on Monday, July 25.

We had a great delegation that represented Newport very well during our stay in Mombetsu. The generosity of the City of Mombetsu and our host families that took care of us over a five-day period was truly outstanding. We were particularly appreciated of Shogo Terasaki who literally spent all his waking hours with our delegation, from picking us up in Sapporo to bringing us to the airport for our return trip. Finally, we would like to especially thank Motoko Otake who has been a major advocate of the Sister City

relationship for her additional efforts of taking time with Mark and Cindy meeting them in Tokyo to provide a tour there for them, helping Lon and Wendy to get organized to stay at one of the national parks during their stay, touring with our group in Sapporo and bringing us out to see the impressive national parks and volcanic lakes prior to us ever getting to Mombetsu. Motoko does this on her own in addition to the efforts of the City of Mombetsu in facilitating these exchanges. We were all so very grateful for Yoko Kato who is the President of the Mombetsu International Relation/Exchange Committee, and Mayor Miyakawa for their support and efforts at making this delegation feel very welcomed and at home in Mombetsu.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", written in a cursive style.

Spencer R. Nebel



## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: August 15, 2016

### Agenda Item:

### **Consideration of Report and Recommendation on the Memorandum of Understanding with the Lincoln Community Land Trust, Lincoln City and Lincoln County.**

#### Background:

On August 1, 2016, the City Council held a work session to discuss whether the City will continue participating in a Memorandum of Understanding with Lincoln City and Lincoln County with the Lincoln Community Land Trust. The City Council reviewed the history of the Land Trust and the City's relationship with Lincoln City, Lincoln County in establishing this MOU, and outlined various options for proceeding forward with the Land Trust. During the work session, Council members raised several questions which have been forwarded to the Land Trust and Lincoln City for their responses. These questions, included whether the county and Lincoln City would have proceeded if the City of Newport had not originally concurred with participating in the funding of \$30,000 per year for three years. Councilor Allen followed up with a clarification to this question, which reflected on the MOU as amended in early 2015, when a decision was made to contract out the staffing for the Land Trust to Proud Ground. I have included responses on both the original question, and the follow-up question as provided to me for the Council's information.

The second question related to whether the City of Newport could maintain a regular membership in LCLT, and participate in the activities if we chose to reduce our funding to a regular member funding level. A third question raised was whether the Lincoln County Community Land Trust will be self-supporting after the third year. Fourth question was whether the Land Trust was still committed to home ownership with land lease as the only model for meeting work force housing objectives. The fifth question relates to expenses incurred from July 1, 2015, through January 4, 2016, in the event that the city terminates the agreement and would pay one-third of the cost incurred prior to that notification.

The questions and responses are included in the e-mail chain labeled "e-mail responses-LCLT" and attached to this agenda item. The revised question no. 1 can be found in the attachment "E-mail Allen". In addition, I have attached an e-mail from 2014, which conditioned the original participation by Lincoln County on the City of Newport and Lincoln City participating in this agreement. This is also reflected in the 2014 memo to the City Council from Derrick Tokos for your information. Finally, I have attached an email titled "email response from Ron Chandler", which outlines Lincoln City's response to the question about participation if Newport did not participate

- Brief History

The Lincoln Community Land Trust was created in 2008 to promote the development of work force housing for families earning the median family income for Lincoln County. The composition of the board for the Land Trust includes "lessee representatives", "general representatives", and "public representatives". There are two representatives in each category. Please note that the "public representatives" include a member of the Lincoln County Commission, a member of the council of any

city in Lincoln County, a member of the board of any special government district in Lincoln County, a member of a board of a 501C3 designated organization or any of these member designees.

The City of Newport, the City of Lincoln City, Lincoln County, and the Lincoln Community Land Trust entered into a memorandum of understanding (MOU) in July 2014. This memorandum of understanding was amended March 25, 2015, to indicate that the funding from the various entities could be used to support professional staffing for the Land Trust and associated administrative support services. The public partners indicated a willingness to provide \$30,000 to LCLT beginning July 1, 2014 and continuing through June 30, 2017 for a total of \$90,000 per partner. Please note that to date the City of Newport has paid \$30,000 of this pledge. In return the funding would be used to provide a sustainable source of administrative funding in order to meet the goal of providing permanently affordable home ownership for individuals and working families within Lincoln County. Please note that the MOU is for a start-up period and that Land Trust is to work towards full budgetary self-sufficiency by the end of the funding allocation. The Land Trust indicated that annual reports would be provided to the public partners each year with a final report being provided no later than December 2016. The Land Trust tried to recruit an individual with the appropriate background to meet the Trust obligations regarding affordable housing in Lincoln County, however this proved to be a challenge. The Trust ended up entering into an agreement with Proud Ground to provide these administrative services on a contractual basis. Proud Ground has a solid background in providing affordable housing in the Portland area. They bring to the table a significant amount of experience to help facilitate that type of activity in Lincoln County.

At a December 7, 2015 work session on affordable housing, members of the City Council expressed concerns regarding how the Lincoln Community Land Trust was operating and whether the City of Newport was receiving value from its investment of \$30,000 per year to support administrative services for the Land Trust. City Council members expressed concern for how the Trust had proceeded with a request for proposals for concepts to develop vacant city property in the Nye Beach area. The Land Trust had not specifically requested or communicated to the City Council or the City Manager that it was pursuing the possible development of this city owned site. Furthermore, following this meeting, upon request for certain documents, the Land Trust indicated that since they were a private non-profit organization they were not required to release this information. Finally, there were concerns that there was no method of regularly reporting the activities of the Land Trust to the City Council which was one of three governmental entities contributing \$30,000 a year for the administrative operation of the Trust.

As a result of expressing these concerns to the Land Trust, Board Chair Bill Hall forwarded a letter to the City Council apologizing on behalf of the LCLT Board of Directors for getting the cart before the horse on this property. In addition, the Land Trust understood the frustrations that a lack of communication on this matter brought to this specific situation and to the ongoing relationship between the City of Newport and the Land Trust. In order to address these valid concerns, the Land Trust now provides the City Council with monthly Trust board packets including the meeting agenda, minutes of the previous meeting, the Executive Director's Report and financial reports that are compiled from time to time.

A process was suggested that would provide the City Council with preliminary notice that an organization is interested in developing a piece of city property. The Council would be able to determine whether they wish to pursue that process or not before there is any detailed effort on how the property would be developed. On each specific parcel, the City Council could also determine that additional study is needed on that property to determine whether housing is that property's best or highest use. This also would create more transparency for the general public well in advance of any development decision making regarding these types of issues in the future.

On January 4, 2016 the City Council met to discuss the report compiled by the City Manager regarding the Lincoln Community Land Trust. There was various discussion regarding the issues relating to the 46

relation between the city and the Lincoln Community Land Trust (LCLT) that are outline in the attached minutes from January 4, 2016. At the end of the meeting a motion was made to withhold all future payments to LCLT until all satisfactory data and planning information is provided to the City Council. Please note that no further payments have been made by the city to the LCLT in accordance with this motion.

In response to concerns expressed by the City Council, the Land Trust has taken several steps to address those concerns.

- Land Trust Actions

1. The Land Trust is providing an annual report to the member communities as to the activities and expenses that occurred through the course of the year in accordance with the MOU.
2. The Land Trust will contact the City of Newport in advance to seek authorization regarding the consideration of the use of vacant city properties to facilitate the development of affordable housing within the City of Newport.
3. The Lincoln Community Land Trust provides the local elected officials who are partners with the Land Trust with copies of board packets, agendas, minutes, and the executive director's report, as well as period financial reports. This keeps the partners funding the Land Trust more aware of the activities of the Land Trust.
4. The Land Trust has offered to have an elected official serve as a liaison from partner cities to share information back and forth between the governmental entities and the Land Trust.

- Options for Proceeding Forward

The Memorandum of Understanding that was entered into between the Lincoln Community Land Trust, The City of Newport, The City of Lincoln City, and Lincoln County was done pursuant to ORS Chapter 190 to establish base funding for administrative services to be provided by the Lincoln Community Land Trust. The city's appropriation was \$30,000 a year beginning July 1, 2014 with annual payments occurring in the fiscal year beginning July 2015 and the fiscal year beginning July 1, 2016 for a total commitment by the City of Newport of \$90,000 over a three-year period. The only payment that has been made was in the 2014-15 fiscal year. No other payments have been made in accordance with the actions taken by the City Council at the January 4, 2016 City Council meeting. City Attorney Steve Rich has indicated that the City Council can legally end the MOU at any time. There may be some obligations to address a portion of the expenses that occurred up until the January 4, 2016 action which the city notified the Land Trust that it was suspending payments and possible participation in the MOU. I think the City Council has several alternatives that it could explore in addressing the MOU:

1. Reaffirm its commitment to participate in the partnership through the third and final year of the MOU approved by the City Council in July 2014, and amended in February 2015.
2. Terminate the MOU with no further payments to the LCLT.
3. Prorate the second payment for 2015-16 based on the January 4, 2016 suspension of payment date with the City Council terminating the agreement and forwarding \$15,000 to the LCLT.
4. Calculating the expenses incurred for the first six months of the fiscal year and paying an amount equivalent to 1/3 of that commitment and terminating the agreement. This would amount to \$23,421 divided by 3, which equals \$7,807.
5. Pay the \$30,000 2015-16 commitment and terminate the agreement.

It remains my recommendation to the City Council that the City of Newport continues the commitment it made in July 2014 to the City of Lincoln City and Lincoln County to provide start-up funds for the Lincoln Community Land Trust. While legally the City Council certainly can consider terminating the agreement and based on earlier activities of the Land trust there was some basis for doing that, I do believe that the Land Trust has made efforts to address the valid concerns expressed by the City Council in modifying their approach going forward and I do believe that the City Council had legitimate 47

concerns as to the actions taken by the trust without notice to the city. It is also my view that when a commitment is made to other governmental entities that commitment should be honored. It was clear that in 2014, Newport's participation was a prerequisite for the County's participation. It is less clear whether the same was true with the MOU as amended in 2015. If the city's investment results in a sustainable body to develop workforce housing in Lincoln County, I believe that this investment will be warranted. The Land Trust has had a number of significant challenges, some of which were created by the Land Trust itself, but it remains a tool in the toolbox to attempt to address a problem that we all acknowledge exist in Lincoln County.

**Recommended Action:**

I recommend that the City Council consider the following motion:

**I move the City Council confirm its financial participation with the Lincoln Community Land Trust for the 2015-16 Fiscal Year, and the 2016-17 Fiscal Year in accordance with the Memorandum of Understanding, as amended.**

**Fiscal Effects:**

Funds were appropriated in the 2015-16 Fiscal Year. Since these funds were not spent, they have reverted back to the Housing Fund. A transfer from contingency will be made at a future date, if approved by the City Council. \$30,000 has been appropriated for affordable/work force housing in the 2016-17 Fiscal Year.

**Alternatives:**

1. Reaffirm its commitment to participate in the partnership through the third and final year of the MOU approved by the City Council in July 2014, and amended in February 2015.
2. Terminate the MOU with no further payments to the LCLT.
3. Prorate the second payment for 2015-16 based on the January 4, 2016 suspension of payment date with the City Council terminating the agreement and forwarding \$15,000 to the LCLT.
4. Calculating the expenses incurred for the first six months of the fiscal year and paying an amount equivalent to 1/3 of that commitment and terminating the agreement. This would amount to \$23,421 divided by 3, which equals \$7,807.
5. Pay the \$30,000 2015-16 commitment and terminate the agreement.

Respectfully Submitted,



Spencer R. Nebel

**Attachments:**

- A. Email Response
- B. Email Allen
- C. Email 2014
- D. Memo 2014
- E. 8/1/16 Attachments:

1. MOU dated July 2014
2. Amended MOU dated March 25, 2015
3. A Communication to the City Council from Bill Hall regarding the concerns over the issuing an RFP for the development of city property located in Nye Beach.
4. January 4, 2016 City Council Minutes
5. Financial Statements for the first six months of 2016 and the 2015 calendar year.

## 6. 2015 LCLT Annual Report

### F. Email Ron Chandler

## Cindy Breves

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**From:** Spencer Nebel  
**Sent:** Tuesday, August 09, 2016 8:39 PM  
**To:** Cindy Breves  
**Subject:** FW: Response to City Council questions

Attach to LCLT item.

### Spencer R. Nebel

City Manager  
City of Newport, Oregon 97365  
541-574-0601  
[s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

**From:** Diane Linn [<mailto:dianelinn@proudground.org>]  
**Sent:** Monday, August 08, 2016 12:12 PM  
**To:** Spencer Nebel <[S.Nebel@NewportOregon.gov](mailto:S.Nebel@NewportOregon.gov)>  
**Cc:** Bill Hall <[whall@co.lincoln.or.us](mailto:whall@co.lincoln.or.us)>  
**Subject:** Re: Response to City Council questions

Hello Spencer, Commissioner Hall asked me to get back to you about these follow up questions (sorry I missed the exact date on your first message): The exact expenses from July 1, 2015 to January 4, 2016 was \$23,421 (the earlier 6 months months were \$32,600). One third of the total actual amount of expenses for the specific time window is \$7807 (we did not add the four days in January).

On David's question/comment, he explained the amendment correctly. The language was changed to allow a contracted professional team to provide the staffing necessary to manage the Lincoln Community Land Trust in stead of a "full-time staff person".

Please let me know if you need further information or clarification. I'll see you on Monday, August 15th at the City Council meeting. Thank you! Diane Linn

On Sat, Aug 6, 2016 at 11:22 AM, Spencer Nebel <[S.Nebel@newportoregon.gov](mailto:S.Nebel@newportoregon.gov)> wrote:

Hi Bill: Thank you for your responses. On Question #5 I had asked about expenses from July1, 2015 to January 4, 2016. I am not sure if the \$10,650 is that amount (your response indicates that it is for the first 6 months of 2016.) Also, can you add an answer to the revised question from Councilor Allen as well in your response. (I'll forward this to you from last Wednesday) I'll see you in Coos Bay.

### Spencer R. Nebel

City Manager  
City of Newport, Oregon 97365  
[541-574-0601](tel:541-574-0601)  
[s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

**From:** Bill Hall [mailto:[whall@co.lincoln.or.us](mailto:whall@co.lincoln.or.us)]  
**Sent:** Saturday, August 06, 2016 10:34 AM  
**To:** Spencer Nebel <[S.Nebel@NewportOregon.gov](mailto:S.Nebel@NewportOregon.gov)>  
**Cc:** Diane Linn <[dianelinn@proudground.org](mailto:dianelinn@proudground.org)>  
**Subject:** Response to City Council questions

Hi Spencer,

The Land Trust board and Dianne Linn held a conference call yesterday to review the City Council's questions. Our answers are below.

Bill

1) Would Lincoln County and Lincoln City have entered into the MOU with LCLT if the City of Newport had not originally concurred with participating in the funding of \$30,000 a year for three years?

This agreement was structured as a three-jurisdictional partnership, with equal contributions coming from the three largest contiguous local government entities – Lincoln City, Lincoln County and Newport. The MOU also included the following language: " without specific commitment, agree to give a high priority, within the requirements of the law, to providing surplus or foreclosed land held by them and/or revolving loan funds to LCLT for housing development." LCLT agreed to work to distribute housing units through the county with as much equity as possible. Decisions were made and direction established based on the integrity of the Agreement between the parties. Withdraw of one of the jurisdictions is disruptive and destabilizing. Conversely, staying the course and leveraging resources adds value to the contributions already made and increases the probability of success going forward. These kinds of agreements take time, effort and money to achieve so in honor of the investment made, maintaining the MOU and committing to its intent is important not just in terms of responding to the housing affordability crisis but for future partnerships on a range of critical community challenges into the future.

2) Could the City of Newport maintain a regular membership in LCLT and participate in activities of the LCLT if we chose to reduce our funding to a regular member funding level?

As stated in the response to the first question, a simple membership for a lead jurisdiction was not contemplated in the tri-governmental partnership. However, if the City of Newport does decide to withdraw from the MOU agreement and wants to continue involvement in the effort to create affordable homeownership, a proportional membership contribution would be welcome. However, losing the full amount that was promised will reduce the capacity of the LCLT so there will have fewer resources to focus on all of the jurisdictions.

3) The MOU was for a three year period with the LCLT being self-supporting after the third year. Can the LCLT sustain itself after the 2016-17 fiscal year?

Non-profits of all kinds are challenged by this dynamic. At the same time, longer range business planning is part of the contract with Proud Ground. A plan to sustain the organization will be proposed to the jurisdictions and members in the coming year.

4) Is the LCLT still committed to home ownership with a land lease as the only model for meeting workforce housing objectives?

LCLT was established using the national community land trust model thanks to the hard work of the board of directors and community members. The model generally uses the mechanism of a land lease with the home buyers to ensure the permanent affordability of the home for future qualified families. Having explained that, there are affordability covenants (deed restrictions) options that can create the same assurance and outcomes. Certainly, other affordable homeownership strategies are very effective including Habitat for Humanity especially to serve families at lower medium family incomes. For stable, permanently affordable hard working families, the community land trust is a leading best practice for homeownership where

families can anchor in the community and thrive. This is a model targeted at the moderate income families where there is a lack of supports and resources in the community presently. The role of the non-profit land trust is to provide stewardship over the public subsidy in perpetuity. The continuum of housing responds to the need for the range of incomes – members of our board participate in other critical affordable housing models and community conversations continue to address all of the options across the spectrum.

5) The City of Newport has made one installment payment of \$30,000 for the 2014-15 fiscal year. No payments have been made for the 2015-16 FY or the 2016-17 FY. The City Council suspended payments to the LCLT on January 4, 2016. What expenses were incurred by the LCLT from July 1, 2015 through January 4, 2016 that the City would have been responsible for 1/3 of those cost if the MOU is terminated effective with this January date.

While the other two jurisdictions has provided the full amount for this fiscal at \$30,000 each, one third of the actual expenses from January 1, 2016 through July 31, 2016 would be \$10,650. Half of the amount committed to in the MOU would be \$15,000 as you know.

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***Diane M. Linn,  
Executive Director, Proud Ground  
5288 N. Interstate Ave  
Portland, Oregon 97217  
503.493.0293 (ex 16)  
[www.proudground.org](http://www.proudground.org)  
[dianelinn@proudground.org](mailto:dianelinn@proudground.org)***



## Cindy Breves

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**From:** Spencer Nebel  
**Sent:** Wednesday, August 10, 2016 7:18 AM  
**To:** Cindy Breves  
**Subject:** FW: Lincoln Community Land Trust

Spencer R. Nebel  
City Manager  
City of Newport, Oregon 97365  
541-574-0601  
s.nebel@newportoregon.gov

-----Original Message-----

From: David Allen  
Sent: Wednesday, August 03, 2016 2:36 PM  
To: Spencer Nebel <S.Nebel@NewportOregon.gov>; Ron Chandler <rchandler@lincolncity.org>; Bill Hall <whall@co.lincoln.or.us>  
Cc: City Council <CityCouncil@NewportOregon.gov>; Peggy Hawker <P.Hawker@NewportOregon.gov>  
Subject: Re: Lincoln Community Land Trust

Ron and Bill -

I just spoke with Spencer over the phone and he suggested I send this follow-up e-mail since he will be out of the office this afternoon. I was the one who had asked the question below during the council work session on Monday. The question pertained to the MOU as amended in early 2015, not as initially executed in July 2014. Among other things, the amendment in early 2015 deleted the reference to a "full-time staff person" so that contract staffing could be used, which is currently Proud Ground. As you know, this changed how professional services would be provided and paid for under the MOU. I didn't make that clear to Spencer during the council work session on Monday. Thanks. --David

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From: Spencer Nebel  
Sent: Wednesday, August 03, 2016 1:15 PM  
To: Ron Chandler  
Cc: City Council  
Subject: FW: Lincoln Community Land Trust

Hi Ron:

The City Council has asked me to ask the City of Lincoln City whether Lincoln City would have entered into the MOU with LCLT if the City of Newport had not originally concurred with participating in the funding of \$30,000 a year for three years? I have included my email to Bill Hall with additional questions for the Lincoln Community Land Trust asked by the Council at a recent work session for your information. Can you let me know the answer to this question by August 10th? I will be doing my report to the Council at that time for the August 15th Council meeting. Thank you!

Spencer R. Nebel  
City Manager

City of Newport, Oregon 97365  
541-574-0601  
s.nebel@newportoregon.gov

From: Spencer Nebel  
Sent: Wednesday, August 03, 2016 1:10 PM  
To: 'Bill Hall' <whall@co.lincoln.or.us>  
Cc: City Council <CityCouncil@NewportOregon.gov>  
Subject: Lincoln Community Land Trust

Hi Bill:

On Monday August 1, 2016, the City Council met in work session to discuss the City's future relationship with the Lincoln Community Land Trust. At the work session, Council members expressed appreciation for the modification of practices by the Trust after the Council made a decision to suspend future payments on January 4th of this year. At the same time the City Council discussed the possibility of ending its participation in the MOU with LCLT. The decision to suspend payments and the discussion of terminating the MOU resulted over concerns as to how the Trust had handled the potential use of City owned Nye Beach property, not keeping the City Council advised as to ongoing efforts of the Trust, not releasing requested information to the City and concerns that the funds may be better spent on other aspects of affordable housing. The Council is prepared to make a final decision on funding for the 2015-16fy and the 2016-17fy at the August 15th Council Meeting.

At the work session, there were several questions raised that the Council wanted me to present to you for additional information for this meeting:

- 1) Would Lincoln County and Lincoln City have entered into the MOU with LCLT if the City of Newport had not originally concurred with participating in the funding of \$30,000 a year for three years?
- 2) Could the City of Newport maintain a regular membership in LCLT and participate in activities of the LCLT if we chose to reduce our funding to a regular member funding level?
- 3) The MOU was for a three year period with the LCLT being self-supporting after the third year. Can the LCLT sustain itself after the 2016-17 fiscal year?
- 4) Is the LCLT still committed to home ownership with a land lease as the only model for meeting workforce housing objectives?
- 5) The City of Newport has made one installment payment of \$30,000 for the 2014-15 fiscal year. No payments have been made for the 2015-16 FY or the 2016-17 FY. The City Council suspended payments to the LCLT on January 4, 2016. What expenses were incurred by the LCLT from July 1, 2015 through January 4, 2016 that the City would have been responsible for 1/3 of those cost if the MOU is terminated effective with this January date.

I will be putting together my report to the City Council on Wednesday August 10th. If possible can you get any response to these questions by that time so I can incorporate this information in my report? Please give me a call if you have any questions regarding this information. I will be sending a separate request to Ron Chandler in Lincoln City regarding Question #1.

Thank you.

Spencer R. Nebel  
City Manager  
City of Newport, Oregon 97365

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s.nebel@newportoregon.gov

## Cindy Breves

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**From:** Bill Hall <bhall@co.lincoln.or.us>  
**Sent:** Wednesday, March 12, 2014 1:06 PM  
**To:** Derrick Tokos; lolakathleenjones@gmail.com; Alison Nelson; Curt Abbott; Max Glenn; ront@lincolncity.org; Sally Bovett; Benjamin Baggett; winger@teleport.com  
**Subject:** Land Trust Presentation to county

Good news everyone! (Max, Lola and Rod already know since they were there, and I just spoke with Derrick, but for the benefit of everyone else....)

My colleagues gave our request a tentative approval today, based on two conditions:

Participation by the cities of Newport and Lincoln City; and

a review of the current status of our community and economic development fund. This is the local share of state lottery revenues that we receive and are directed to use for economic development by the state. We support the yearly community and economic development grants out of this fund and support the small business development center at the college from it. We always keep a good cushion in that fund so we can do additional projects like this. I haven't seen the numbers in a while, but I'm expecting it will not be a problem.

Bill Hall  
Lincoln County Commissioner  
541-265-4100  
[bhall@co.lincoln.or.us](mailto:bhall@co.lincoln.or.us)

# Memorandum

To: Newport City Council

From: Derrick Tokos, Community Development Director 

Date: March 12, 2014

Re: Potential Lincoln County, City of Newport and Lincoln City Workforce Housing Partnership

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In September of 2013, the Newport City Council considered entering into a workforce housing agreement with the Lincoln Community Land Trust and Community Services Consortium for the construction of at least six (6) owner occupied units over a five (5) year period.

The agreement was put forth as a step toward addressing the inadequate supply of workforce housing in our community, as documented in the 2011 Newport Housing Needs Analysis. That study outlines the difficulties workers face in finding housing within the city limits, and the negative influence that it has on (a) long-term growth of the economy, (b) the City's ability to attract and retain employees and employers, (c) emergency response times by emergency personnel living outside of the city, and (d) reinvestment in the economy by community members who spend more on housing. The agreement also would have implemented Goals 1 and 2 of the Housing Element of the Newport Comprehensive Plan, which commit the City to actively participating in the development of workforce housing.

While the City Council did not act upon the agreement at its September 2013 meeting, it did not rule out doing so in the future. The Council had reservations with the level of investment the City would be making (i.e. land and revolving loan funds) as compared to the return of just six (6) units and expressed a desire to see if the partnership could be expanded and additional resources brought to the table in order for there to be a more meaningful impact.

On October 24, 2013, a Lincoln County Housing Forum was convened, with representation from the Housing Authority of Lincoln County, Community Service Consortium, Lincoln County Development Corporation, Lincoln Community Land Trust, Samaritan House, Habitat for Humanity, and the Confederated Tribes of the Siletz. The concept of a broader coalition to fund the construction of workforce housing units was discussed, and led to the general acknowledgement that the Land Trust was the only entity whose mission focuses on the provision of workforce as opposed to low-income housing.

Since that meeting, the Land Trust has put together a proposal for a partnership between Lincoln County, the City of Newport, and Lincoln City to pool respective resources to staff a position at the Trust to perform the real estate and administrative services needed to realize a meaningful number of workforce housing units within our respective communities. The three jurisdictions would also make available revolving loan funds, land, tax foreclosed properties, or similar assets to assist the Trust in accelerating the growth of its housing portfolio, with the expectation that it will become self-sustaining in the future. Details of the proposal are further outlined in the attached PowerPoint presentation. It effectively seeks approval for a three (3) year pilot program, with a \$30,000 per year commitment from each of the jurisdictions. Other cities within the County would be asked to make smaller annual contributions. The County Board of Commissioners

considered the proposal at its March 12, 2014 meeting and were supportive provided the two cities agree to participate as well, and there is adequate resources in their community and economic development fund. The Lincoln City Council will consider the proposal at a meeting on March 24, 2104.

A \$30,000 a year commitment, for three years, is a modest investment when viewed in the context of the full range of services that the City supports and is a small, but meaningful step toward implementing the City's housing policies. If; however, that figure is difficult to reach in a given year, the City can draw down its revolving loan fund (originally funded to the tune of \$180,000 through the sale of a city-owned property), recognizing that such a step would reduce the funds available for loan purposes moving forward.

If there is general consensus amongst the Council that this approach is worth further pursuing then a draft intergovernmental agreement between the three jurisdictions can be prepared, vetted with the Newport Planning Commission, and brought forward for consideration and possible action at a future date.

**Attachments:**

- March 2014 PowerPoint Presentation from the Lincoln Community Land Trust
- Agenda Summary and Draft Workforce Housing Agreement from 9/3/13 City Council Meeting
- Minutes from the 9/3/13 City Council Meeting

Memorandum of Understanding  
By and Between  
Lincoln Community Land Trust, a 501(c)(3) nonprofit  
and  
the City of Newport, the City of Lincoln City and  
Lincoln County

This Memorandum of Understanding (MOU) is entered into by **The Lincoln Community Land Trust (LCLT)**, a 501(c)(3) nonprofit organization and the **City of Newport, the City of Lincoln City and Lincoln County (together the Public Partners)** pursuant to ORS Chapter 190. It is intended to establish base funding by the **Public Partners** for administrative services to be provided by **LCLT** in supporting **LCLT's** mission to provide permanently affordable homeownership for working individuals and families within Lincoln County.

The **Public Partners**, subject to annual appropriations through their individual local budget processes, will each annually on July 1 provide **\$30,000** to **LCLT** beginning July 1, 2014 and continuing through June 30, 2017 (total of **\$90,000** per public partner and **\$270,000** by all the Public Partners for the three fiscal years). The funding will support a full time staff person for the **LCLT** and associated administrative support services. It is intended that the funding will cover all costs associated with the position and services and **LCLT** will be responsible for covering any shortfalls between actual costs and the funding provided. If **LCLT** should for any reason not be able to fulfill its obligations, any remaining funds will be returned to the **Public Partners**.

In addition to the funding support for **LCLT's** mission, the **Public Partners**, without a specific commitment of resources or properties, agree to give a high priority, within requirements under law, to providing surplus or foreclosed land held by them and/or revolving loan funds to the **LCLT** for housing development. Without committing to a specific number of homes in specific locations, **LCLT** commits to making a priority to distribute housing units throughout the county with as much equity as possible.

It is intended that the funding provided by this MOU is temporary in nature and that **LCLT** will work towards full budgetary self-sufficiency by the end of this funding allocation. Towards that end, **LCLT** shall provide annual reports by July 1 of each year and a final report to the **Public Partners**, no later than December 1, 2016, detailing its accomplishments to that date, funding for services after July 1, 2017 and how it intends to be fully funded for services thereafter.

The parties understand that the law reserves certain decisions to the governing bodies of the respective parties, and nothing in this agreement shall divest those governing bodies of their authority.

So Understood and Agreed this 23<sup>rd</sup> day of July, 2014:

Lincoln Community Land Trust

Bill Hull  
Chair

Lincoln County

Ly n. Zg  
Chair

City of Lincoln City

[Signature]  
Mayor

City of Newport

Sandra N. Rumsen  
Mayor

(2)

Amendment March 25, 2015  
Memorandum of Understanding  
By and Between  
Lincoln Community Land Trust, a 501(c)(3) nonprofit  
and  
the City of Newport, the City of Lincoln City and Lincoln County

Note this Amendment to the Original MOU between the parties provides that each Public Partner will provide "up to" \$30,000 annually and that funding will be used for professional staffing and deletes references to a full time staff person and references attached e-mail.

This Memorandum of Understanding (MOU) is entered into by The Lincoln Community Land Trust (LCLT), a 501(c)(3) nonprofit organization and the City of Newport, the City of Lincoln City and Lincoln County (together the Public Partners) pursuant to ORS Chapter 190. It is intended to establish base funding by the Public Partners for administrative services to be provided by LCLT in supporting LCLT's mission to provide permanently affordable homeownership for working individuals and families within Lincoln County.

The Public Partners, subject to annual appropriations through their individual local budget processes, will each annually on July 1 provide up to \$30,000 to LCLT beginning July 1, 2014 and continuing through June 30, 2017 (total of \$90,000 per public partner and \$270,000 by all the Public Partners for the three fiscal years). (See the attached e-mail communication from Lincoln County Commissioner Bill Hall to Newport City Manager Spencer Nebel, dated March 3, 2015). The funding will support professional staffing for the LCLT and associated administrative support services. It is intended that the funding will cover all costs associated with the position and services and LCLT will be responsible for covering any shortfalls between actual costs and the funding provided. If LCLT should for any reason not be able to fulfill its obligations, any remaining funds will be returned to the Public Partners.

In addition to the funding support for LCLT's mission, the Public Partners, without a specific commitment of resources or properties, agree to give a high priority, within requirements under law, to providing surplus or foreclosed land held by them and/or revolving loan funds to the LCLT for housing development. Without committing to a specific number of homes in specific locations, LCLT commits to making a priority to distribute housing units throughout the county with as much equity as possible.

It is intended that the funding provided by this MOU is temporary in nature and that LCLT will work towards full budgetary self-sufficiency by the end of this funding allocation. Towards that end, LCLT shall provide annual reports by July 1 of each year and a final report to the Public Partners, no later than December 1, 2016, detailing its accomplishments to that date, funding for services after July 1, 2017 and how it intends to be fully funded for services thereafter.

The parties understand that the law reserves certain decisions to the governing bodies of the respective parties, and nothing in this agreement shall divest those governing bodies of their authority.

So Understood and Agreed this 13 day of February, 2015:

Lincoln Community Land Trust

Bill Hall  
Chair

City of Lincoln City

Don Hall  
Mayor

Lincoln County

Debra Hall  
Chair

City of Newport

Sandra W. Romagosa  
Mayor



December 28, 2015

Dear Mayor Roumagoux and Members of the Council:

Expanding on my comments made at the December 14 Council work session, I want to apologize on behalf of the LCLT board of directors for jumping the gun on this project. In our eagerness to fulfill our promise to you in July of 2014 to get things moving in actual production of housing, we truly put the cart before the horse. We wanted to bring you a clear concept for discussion and possible consideration, but I realize this put the council in a difficult spot once the rumor mill caught fire, and I'm truly sorry about that. I hope that we can move past this and move forward productively from here.

As was noted at the December 7 council work session, the city's own study shows a deficit of more than 800 housing units. With a challenge that great, no one solution can address the problem in its entirety. But the LCLT can be part of the solution, and fill a niche that no other housing program in the county can fill—home ownership opportunities for teachers, nurses, small business owners and others earning above 60 percent of area median income.

Per your request, the Lincoln Community Land Trust is submitting to you an accounting of all the city and county monies spent to date, as reflected in our most recent financial report. Diane Linn estimates that approximately 800 to 900 dollars in total staff time went into preparation of the RFP. Proud Ground does not break down individual line items by funder, but if you want to assume the cost was shared equally by the jurisdictions, you could say approximately 300 dollars in city funds went into preparation of the RFP. We are also supplying the information prepared by the Housing Development Center, in case it is useful to council and staff in evaluating the future use of these properties by any party.

One of the concerns that was expressed by the Council was the access to information regarding the Land Trust activities. In the interests of clearer ongoing communication, I am proposing to the LCLT board that we provide each of you with our monthly board packet, which includes the meeting agenda, minutes of the previous meeting, the executive director's report and the financial report.

Another concern expressed by the Council was relating to a process for going forward with discussions about the potential use of city property for workforce housing. City Manager Spencer Nebel and I met on December 15 and discussed a path forward. It is my understanding he will be presenting a recommendation to you for a process for the council to consider requests for donation of property to the trust. I hope you will be open to that proposal.

Although we never formally brought a proposal to the council regarding the property adjacent to Davis Park, concern in the community that the Trust might do so has generated enough controversy that I would like to convey to the Council that the Trust will cease its efforts to evaluate the property and will not make a request of the City to develop the site for work force housing. I think everyone will be best served if we set this issue aside.

The other members of the board and I look forward to working with you in the year ahead.

Sincerely,

Bill Hall, LCLT Board Chair

1-4-16 (39) (+)  
City Council Meeting

November, and the only time issue that could come into play is if the City Council wanted to have a greater analysis or preliminary design prior to taking the matter to the voters. He added that everything, to date, has focused on a May election, and to not confuse people, it may be a good idea to continue on the current course. Allen noted that the draft materials contain some inconsistent language, including "city water system" versus "city water supply." He recommended consistency in the terminology throughout the documents. Allen stated that he believes there should be a reference to "resumption of fluoridation" in the ballot title. He agreed to the reference to the USPHS, and noted that if there is a comparable state agency that is consistent, he would prefer to use the reference to the state agency. He recommended defining the chemicals and costs based on best estimates so that the voters understand that these items are not set in stone. Allen also recommended including the operational costs in the explanatory statement. He asked about the American Water Works Association and whether it has a different standard for the fluoridation of water. He suggested that this reference could be removed from the documents. Allen noted that the documents should indicate that the full text of the ordinance can be obtained from City Hall or the city's website.

Engler asked whether Nebel knows the cost and time it would take to obtain additional information. Gross noted that it could be several months to complete a study.

Roumagoux stated that she agrees with the term "resumption of fluoridation." She also agreed with the reference to USPHS rather than the CDC or OHA, but that if there was a more appropriate state agency, it should be referenced.

Nebel noted that there is common ground, including: identification of the proper agency to determine the appropriate amounts of fluoride; inclusion of estimated costs that were previously obtained; and the removal of references to tooth decay. The Council was polled regarding whether to include a reference to the "resumption of fluoridation," and it was agreed to leave the reference in a 4-3 split.

Nebel recommended, and Council agreed, to hold a work session on the revised documents on Tuesday, January 19, at noon.

**Report on the Lincoln Community Land Trust.** Hawker introduced the agenda item. Nebel reported that on December 7, 2015, Council held a work session for the purpose of discussing affordable housing in the city. He stated that in addition to talking to about identifying various strategies promoting the development of affordable housing in the city and Lincoln County, there was discussion regarding the city's relationship with the Lincoln Community Land Trust (LCLT). He noted that there was specific information requested from the Land Trust, and that he indicated that he would compile a report for Council consideration for the January 4, 2016 Council meeting. He added that following the work session, additional information was requested by Allen, from County Commissioner Bill Hall, regarding the various transactions related to the development of an RFP for an affordable housing development on city-owned land next to Don Davis Park. He stated that this specific issue generated a number of concerns from property owners in the Nye Beach area which were heard by Council at the work session. He added that concerns regarding a lack of transparency by the Land Trust were expressed by members of the Council and general public.

Nebel reported that the LCLT was created in 2008 to promote the development of work force housing for families earning the median family income for Lincoln County. He stated that the composition of the board of the LCLT includes "lessee representatives,"

“general representatives,” and “public representatives.” He added that there are two representatives in each category, and noted that the “public representatives” include a member of the Lincoln County Commission, a member of the Councils of any city in Lincoln County, a member of the board of any special government district in Lincoln County, a member of a board of a 501(c)(3) designated organization or any of these members designees.

Nebel reported that the City of Newport, the City of Lincoln City, Lincoln County, and the LCLT entered into a memorandum of understanding (MOU) in July 2014. He stated that this MOU was amended March 25, 2015 to indicate that the funding from the various entities could be used to support professional staffing for the LCLT and associated administrative support services. He noted that the public partners indicated a willingness to provide up to \$30,000 to LCLT beginning July 1, 2014 and continuing through June 30, 2017 for a total of \$90,000 per partner. He added that to date the City of Newport has paid \$30,000 of this pledge. He stated that in return, the funding would be used to provide a sustainable source of administrative funding to meet the goal of providing permanently affordable home ownership for individuals and working families in Lincoln County. He noted that the MOU is temporary in nature and that the LCLT is to work toward full budgetary self-sufficiency by the end of the funding allocation. He added that the LCLT indicated that annual reports would be provided to the public partners by July 1 of each year with a final report being provided no later than December 2016. He noted that the LCLT tried to recruit an individual with the appropriate background to meet the LCLT obligations regarding affordable housing in Lincoln County, however this proved to be a challenge, and the LCLT ended up entering into an agreement with Proud Ground to provide these administrative services. He added that Proud Ground has a solid background in providing affordable housing in the Portland area, and they bring to the table a significant amount of experience to help facilitate that type of activity in Lincoln County.

Nebel reported that as part of the MOU, the public partners, without a specific commitment of resources or properties, agreed to give a high priority, within the requirements of the law, to provide surplus or foreclosed land held by those units or use revolving funds for facilitating workforce housing in Lincoln County. He stated that Tokos provided to Proud Ground a listing of vacant city-owned land for evaluation purposes in developing workforce housing. He added that Proud Ground evaluated seven sites for possible development. He noted that Bill Hall forwarded a copy of this analysis of the city-owned properties for Council review. He stated that the LCLT initiated an RFP for the development of residential housing on vacant city-owned property adjacent to Don Davis Park in the Nye Beach area. He noted that this effort was done without any notification to the Mayor and City Council or City Manager by the LCLT, with members of the Council hearing of this activity from third parties. He added that this created consternation for city officials who are one of the public partners with the LCLT. He noted that when members of Council sought to understand what was going on with this property, information was not immediately forthcoming.

Nebel reported that as a result of the handling of this matter by the LCLT, Hall has forwarded a letter to Council apologizing on behalf of the LCLT Board of Directors for getting the “cart before the horse” on this property. He stated that the LCLT understands the frustrations that this lack of communication brought to this specific situation and to the ongoing relationship between the city and the LCLT. He noted that in order to

address these valid concerns, the LCLT is proposing that going forward members of Council will be provided with monthly LCLT board packets, including the meeting agenda, minutes of the previous meeting, the Executive Director's Report, and financial reports that are compiled from time to time. He added that the LCLT has indicated that based on the concerns expressed by neighboring property owners and Council members, they no longer intend to look at, or evaluate, the city-owned property located next to Don Davis Park for a workforce housing project.

Nebel reported that he has some specific thoughts on how the issue of vacant land should be dealt with by the LCLT and other organizations involved with providing affordable housing in the city. He stated that modeling a process on how the city proceeded with the Habit for Humanity on that land issue, that he would suggest the following for Council on how to proceed with this type of issue in the future:

1. An organization would be requested to make a general request for possible consideration of use of city property for affordable housing, with the Council indicating whether they are open to discussing that specific parcel for that purpose. This would be done before there are any specific proposals for the use of the site. If the Council is not willing to discuss a proposal for that property, the issue is ended.
2. If the Council is willing to consider a proposal for the development of city property, the organization would be referred to the Planning Commission where a more specific proposal on how the property would be used to meet affordable housing needs would be reviewed and evaluated with the Planning Commission providing a recommendation to Council. If the Planning Commission does not recommend favorable consideration, that recommendation would be forwarded to Council. If the Planning Commission supports the use of that property for that specific purpose, then that recommendation would also be forwarded to Council.
3. If the City Council accepts a favorable recommendation, then the organization would be invited to submit a full proposal to the City Council on the use of city property for affordable housing with the Council then making a decision as to whether to go forward with that proposal after reviewing the detailed proposal for the use of the property.

Nebel reported that this process would provide Council with a preliminary notice that an organization is interested in developing a piece of city property. He stated that Council would be able to determine whether it wishes to pursue that process before there is any detailed effort on how the property would be developed. He added that on each specific parcel, Council could also determine that additional study is needed to determine the property's best or highest use. He noted that this also would create more transparency for the general public well in advance of any development decision.

Nebel reported that Tokos has served as a member of the Board of Directors for the LCLT since 2011, and had been appointed for his expertise in dealing with affordable housing issues in Newport. He added that the LCLT wanted additional representation from the Newport area on the board. He stated that there has been some question as to whether Tokos was an official city representative or was serving due to his professional expertise in working on housing and land use issues. He added that the LCLT has not been very specific regarding the three categories of positions on the board. He noted that there were also some questions as to whether involvement of a city official, on a non-profit board such as the LCLT, constitutes any sort of conflict of interest. He stated

that in response to an inquiry of the Oregon Government Ethics Commission, under ORS Chapter 244, the legislative assembly has recognized that serving on many state and local boards and commissions by state and local officials who have potentially conflicting public responsibilities by virtue of the position as public officials, and also as members of boards and commissions, declare that the holding of such offices does not constitute incompatible offices unless expressly stated in the enabling legislation. He added that the service to the LCLT is uncompensated, noting that a conflict does not exist if the public official is not using, or attempting to use, their official position or office to obtain financial benefits for themselves, relatives, or businesses they are associated with. He noted that the law specifically states that a "business" is not any income producing not-for-profit corporation that is tax exempt under 501(c) of the Internal Revenue Code with which a public official or relative of the public official is associated only as a member or board director or in non-remunerated capacity. He stated that in reviewing this information, there is not a conflict of interest with a city official serving on a non-remunerated non-profit board of directors.

Nebel reported that it should also be noted that the city is now a financial partner in the LCLT, and it would be reasonable to have an elected official serve on the board from each of the financially participating jurisdictions. He stated that Tokos would have no problem stepping down if a member of the City Council was interested in serving on this board. He added that this could strengthen the relationship between the LCLT and its partners.

Nebel reported that in reviewing the options the City Council has in going forward, he believes that the LCLT provides a unique tool to develop affordable housing to address work force housing in Lincoln County to the benefit of the County, Lincoln City, the City of Newport, and surrounding areas. He added that he believes that workforce housing will be a factor that limits economic opportunities for the Newport area, and with the expertise that Proud Ground brings to the LCLT, the trust can be a significant asset in creating a sustainable process for expanding work force housing in Lincoln County. He noted that the approach of Proud Ground is to address home ownership in that part of the population that falls between 60% and a 120% of median family income, and that these truly are the people that work for local government, schools, and other professional jobs in Lincoln County.

Nebel reported that based on the opinion that the LCLT is an important tool for addressing work force housing in the community, he has drafted a number of potential recommendations that Council could consider in redefining its relationship as a partner with the LCLT. These include:

1. The LCLT should be providing timely and detailed annual reports to the member communities regarding the activities and expenses that occurred through the course of the year in accordance with the MOU.
2. Council could request staff to develop a specific protocol as to the consideration of the use of vacant city properties to facilitate the development of affordable housing in the city as mentioned earlier.
3. The offer by the LCLT to provide the local elected officials, who are partners with the LCLT, with copies of board packets, agendas, minutes, and the executive director's report, as well as periodic financial reports would keep the partners fully aware of the activities of the LCLT.



4. The local government partners of the LCLT should be represented on the board, either as a direct appointment or in a liaison capacity, to share information between the partners and the LCLT.

Nebel reported that Rich has indicated that the MOU between the City of Newport, City of Lincoln City, Lincoln County, and the LCLT is nonbinding as it relates to the funding commitment outlined in the original report. He stated that Council would be free to step aside as a formal partner with the LCLT, but that he has two concerns. He noted that he believes a constructive relationship can begin making a difference in dealing with the work force housing needs of Newport and Lincoln County, and that the LCLT brings a valuable tool to the table in addressing these types of housing issues. He stated that he also believes that it is very important for the city to be an active partner with other local governments that are willing to do the same. He added that stepping out of this partnership, before the three year commitment is completed, may send a message as to Newport's reliability as a collaborative player with other local governments.

Nebel reported that following discussion by Council, he recommends that Council provide direction with a request for reporting, or a recommendation for further action regarding this matter. He noted that he has directed the Finance Department not to process the second payment to the LCLT until these matters are rectified.

Allen stated that he had to make a public records request to obtain minutes and information regarding the RFP that Hall had indicated was not public information. He noted that the information was not forthcoming, and that he had to make specific public records requests to obtain it.

Bill Hall appeared before Council. He stated that Diane Lynn, from Proud Ground, was planning to attend but that road conditions prohibited her attendance. He noted that Allison Robertson and Dick Anderson, from the City of Lincoln City, were in attendance and prepared to respond to questions and provide input.

Sawyer stated that Nebel had done a wonderful job in organizing this report. He stated that he would like to prioritize properties so that it would be easy to see the Don Davis Park property is off the table. He added that it is the city's fault in not making this clear. He noted that he would like to add, if possible, other players such as developers, OSU, federal partners, local businesses, and others to work on addressing this problem. He stated that the city cannot drop the ball on this issue.

Saelens stated that he was glad that Sawyer started the discussion with the inventory of property. He asked what properties might be essential to the visioning process. He added that he agreed that the Planning Commission is the place to start the process, but that he hoped to integrate the properties into the long-term visioning process. He suggested the formation of a group to discuss workforce housing.

Swanson stated that she appreciates Hall's letter, and endorsed the idea of an elected official being part of the LCLT either as a liaison or regular member.

Busby stated that he is not a big proponent of the city being in the housing business. He added that the LCLT has not shown the city that it can produce housing results. He noted that it has proven to be poorly managed and with questionable motivations. He stated that it is a challenge to explain why the city is giving the LCLT \$30,000 annually when the voters read the e-mails and the RFP. He added that at the end of the discussion, he would like to make a motion to get out of the MOU with the LCLT. He noted that the LCLT has produced no results in more than seven years; cannot manage money provided by municipalities; and that the issuance of the RFP is at least ethically

questionable. He stated that he does not know what the motivations were, but decided that an organization operating in that manner is not one the city should pay to undertake this type of project. He added that he thinks there are other ways to obtain affordable housing, and referenced Ms. Boxer's letter outlining alternatives. He added that the city should not be providing that much benefit to few individuals. He stated that past performance is the greatest indicator of future performance.

Engler stated that there are several points that need clarification. She noted that one is whether the relationship with the LCLT should continue considering the lack of transparency. She questioned whether the model for selling homes without land is a good fit for Newport, adding that it might be more economical and efficient to focus on building rental properties. She suggested looking at the big picture and understanding the overall housing needs; developing a plan to address those needs; and forming a group to develop plans and policies moving forward. She reported that a housing discussion will be held in Waldport on January 25, and suggested the city be involved or organize another expert panel. She added that the VRD ordinance has had an impact on rentals.

Allen reported that he submitted two separate public records requests for emails/communications, regarding the RFP that was discussed at the work session, and contained in Hall's county e-mail account. He noted that he received the information and forwarded it to the City Council and City Manager. He added that he made an additional public records request a few weeks later. He stated that he forwarded this information to the City Council and it sheds light on what has occurred especially with the Don Davis land and Proud Ground. He noted that, from his perspective, he understands why they went in that direction from reading the board meeting minutes. He added that what concerns him more, is not the direction, but that when asked about what direction LCLT was taking and the reasons for it, LCLT was less than forthcoming about providing information. He noted that he does not know what other information has not been provided, adding that if there is a partnership; there needs to be transparency. Allen stated that when Hall told Busby that this was private information because it is a matter of real estate transactions, he wished that Hall had read the public records law as this hurts his credibility. Allen added that he hopes that trust and credibility can be regained. He stated that being transparent is a number one priority. He noted that 95% of the LCLT funding comes from public entities even though LCLT claims to be a private nonprofit entity. He stated that this makes LCLT more of a public entity than a private nonprofit, and as such, transparency is important.

Roumagoux agreed with Nebel's comments noting that it is important to be an active partner. She stated that stepping out of the partnership will send a message about Newport's reliability. She recognized attendees from the City of Lincoln City and Lincoln County. She added that she did not see the RFP as nefarious since RFPs are great tools in providing budgets and plans for potential uses other than a million dollar parking lot. She suggested determining what could be done for housing for middle class people, or perhaps developing the Don Davis property into a park for summer theater.

Busby stated that regardless of this incident, there needs to be broader participation in the discussion by other parties. He suggested that Council entertain a motion to form such an organization. He noted that in the meantime, it is in the city's best interest to at least put the MOU with the LCLT on hold. He added that there is no point in continuing



to pay a fee to LCLT to see if they produce something. He recommended looking at the bigger picture and determining how to move forward.

Nebel stated that this item was not set up for action tonight other than to discuss the issue; share concerns; and outline a path forward. He added that the specific issue with the LCLT is to decide whether it is in the city's interest to continue the relationship. He noted that it would be helpful to develop a detailed report to determine whether to go forward. He stated that only one payment has been made to the LCLT under the MOU, and suggested holding additional payments until a future discussion is held on the direction the city should go related to this topic. Engler suggested a standing committee to explore all housing issues, noting that there are many solutions that may not be vested in Habitat for Humanity, LCLT, or city regulations. Nebel noted that he is concerned about supporting a committee so that it would have a meaningful role. He noted that it might mean that funding would need to be appropriated to have a consultant assist with the process. He recommended a detailed report for Council consideration, noting that staff would need time to prepare the report.

Allen noted that the LCLT board minutes from March 23, 2015 include a discussion regarding the \$3,500 annual membership fee the city paid prior to the MOU payments of \$30,000. He stated that the city is a member of the LCLT and is entitled to all this information, under LCLT by-laws, but that he had to obtain it through public records requests. He added that this gets back to the transparency issue, and begs the following questions: what kind of organization is LCLT; and what kind of decisions is it making for its members. He noted that it is an organizational issue if LCLT is not complying with its by-laws, and recommended that LCLT look at this internally. He added that, as a member of the LCLT, the city is entitled to have an elected City Council member on the LCLT board. He stated that things have to change to make this a good relationship.

MOTION was made by Busby, seconded by Engler, to withhold all future payments to LCLT until satisfactory data and planning information is provided to the City Council. The motion carried in a voice vote with Roumagoux and Swanson voting no.

Engler asked whether LCLT provides apartments or rentals. Hall reported that the focus is on home ownership, but did not see a reason why the LCLT could not consider rentals or apartments. He noted that some projects have been mixed use projects that include retail space, and potentially rentals could be part of the mix. Engler asked Hall what other properties have been considered by the LCLT, and Hall noted that the LCLT has primarily looked at city properties. He reviewed other potential private property donations. Engler suggested looking at foreclosures. Engler asked whether the LCLT buys properties, and Hall responded that it could if it penciled out.

**Right-of-Way for the Extension of NE 71<sup>st</sup> Street.** Hawker introduced the agenda item. Nebel reported that the city has been working with Newport Memory Care, LLC to facilitate the construction of 48-bed long-term memory care wing adjacent to the existing Ocean View Senior Living Facility. He stated that this process started in 2014 with the extension of the city's urban growth boundary. He added that once this extension was approved by the county and the state, the property was formally annexed into the city in April 2015. He noted that the property that will be dedicated as city right-of-way is currently owned by the city, and once the city formally dedicates this as right-of-way, the public street will be extended as part of the memory care project. He stated that the end of the new right-of-way will terminate at city-owned property.

Lincoln Community Land Trust Financial Report  
January 31, 2016

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| Statement of Activity January 1 -December 31, 2016  | Year to Date Actual | Year to Date Budget | Annual Budget |
|---|---------------------|---------------------|---------------|
| <b>Income</b>                                       |                     |                     |               |
| Municipal grants                                    |                     | -                   | 90,000        |
| Memberships - cities                                |                     | 42                  | 500           |
| Memberships - individuals                           |                     | 13                  | 150           |
| Lease fees-LCLT                                     | \$ 100              | 100                 | 1,200         |
| <b>Total Income</b>                                 | <b>\$ 100</b>       | <b>154</b>          | <b>91,850</b> |
| <b>Operating Expenses</b>                           |                     |                     |               |
| <b>Personnel</b>                                    |                     |                     |               |
| Contract for services: Proud Ground                 | \$ 4,167            | 4,167               | 50,000        |
| Contract for outreach services: Willamette Valley   |                     |                     |               |
| Housing Services                                    |                     | 1,000               | 12,000        |
| Other: consulting for professional services         |                     | 667                 | 8,000         |
| <b>Total</b>  | <b>\$ 4,167</b>     | <b>5,833</b>        | <b>70,000</b> |
| <b>General Operating Expenses</b>                   |                     |                     |               |
| Office Space  |                     |                     |               |
| Utilities   |                     |                     |               |
| Phone   |                     |                     |               |
| Travel  | \$ 494              | 433                 | 5,200         |
| Postage   |                     |                     |               |
| Printing  |                     |                     |               |
| Supplies  |                     |                     |               |
| <b>Total</b>  | <b>\$ 494</b>       | <b>433</b>          | <b>5,200</b>  |
| <b>Education and Partnership</b>                    |                     |                     |               |
| Technical assistance fee for systems                |                     | -                   | 3,500         |
| Education and Partnerships (includes brochures)     |                     | 21                  | 250           |
| Miscellaneous (includes PO Box)                     |                     | 21                  | 250           |
| Membership Dues (includes domain name registration) |                     | 83                  | 1,000         |
| <b>Total</b>  | <b>\$ 0</b>         | <b>125</b>          | <b>5,000</b>  |
| <b>Project Development</b>                          | <b>\$ 0</b>         | <b>967</b>          | <b>11,600</b> |
| <b>Total Operating Expenses</b>                     | <b>\$ 4,661</b>     | <b>7,650</b>        | <b>91,800</b> |
| <b>Net LCLT Activity</b>                            | <b>(\$ 4,561)</b>   | <b>(7,496)</b>      | <b>50</b>     |

**Balance Sheet January 31, 2016**

| ASSETS                                    | Unrestricted  | Permanently Restricted | Total          |
|---|---------------|------------------------|----------------|
| Cash-Umpqua Chknq                         | 57,882        |                        | 57,882         |
| Receivables                               |               |                        | -              |
| <b>Total Assets</b>                       | <b>57,882</b> | <b>129,130</b>         | <b>187,012</b> |
| <b>LIABILITIES AND NET ASSETS</b>         |               |                        |                |
| <b>Liabilities</b>                        |               |                        |                |
| Accounts Payable to Proud Ground          | 4,660         |                        | 4,660          |
| Accounts Payable other                    |               |                        |                |
| Prepaid lease fees                        |               |                        |                |
| Maintenance Reserve                       | 3,500         |                        | 3,500          |
| <b>Total Liabilities</b>                  | <b>8,160</b>  |                        | <b>8,160</b>   |
| <b>Net Assets:</b>                        |               |                        |                |
| Beginning Fund Balance                    | 54,282        | 129,130                | 183,412        |
| YTD gain/(loss)                           | (4,561)       |                        | (4,561)        |
| <b>Total Net Assets</b>                   | <b>49,721</b> | <b>129,130</b>         | <b>178,851</b> |
| <b>Total Liabilities &amp; Net Assets</b> | <b>57,882</b> | <b>129,130</b>         | <b>187,012</b> |

Note on the Permanently Restricted asset: this is the subsidy in the land trust homes, based on land value when LCLT acquired the lot.

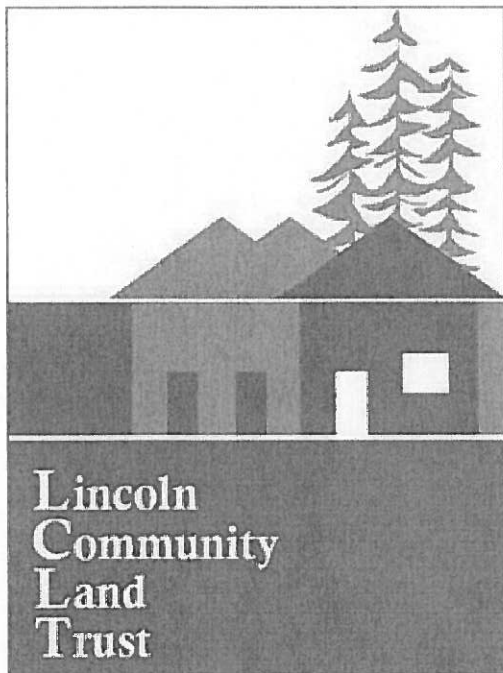
Lincoln Community Land Trust Financial Report  
January 1 -December 31, 2015

| Statement of Activity January 1 -December 31, 2015  | Year to Date Actual | Year to Date Budget | Annual Budget |
|---|---------------------|---------------------|---------------|
| <b>Income</b>                                       |                     |                     |               |
| Municipal grants                                    | \$ 90,000           | 90,000              | 90,000        |
| Memberships - cities                                | \$ 500              | 4,373               | 4,373         |
| Memberships - individuals                           | \$ 100              | 150                 | 150           |
| Lease fees-LCLT                                     | \$ 1,200            | 1,200               | 1,200         |
| <b>Total Income</b>                                 | <b>\$ 91,800</b>    | <b>95,723</b>       | <b>95,723</b> |
| <b>Operating Expenses</b>                           |                     |                     |               |
| <b>Personnel</b>                                    |                     |                     |               |
| Contract for Services                               | \$ 44,997           | 41,429              | 45,000        |
| Other: consulting for professional services         | \$ 3,402            | 10,000              | 10,000        |
| <b>Total</b>  | <b>\$ 48,399</b>    | <b>51,429</b>       | <b>55,000</b> |
| <b>General Operating Expenses</b>                   |                     |                     |               |
| Office Space  |                     |                     |               |
| Utilities   |                     |                     |               |
| Phone   |                     |                     |               |
| Travel  | \$ 3,803            | 5,200               | 5,200         |
| Postage   |                     |                     |               |
| Printing  |                     |                     |               |
| Supplies  |                     |                     |               |
| <b>Total</b>  | <b>\$ 3,803</b>     | <b>5,200</b>        | <b>5,200</b>  |
| <b>Education and Partnership</b>                    |                     |                     |               |
| Technical assistance fee for systems                | \$ 3,000            | 3,000               | 3,500         |
| Education and Partnerships (includes brochures)     | \$ 163              | 250                 | 250           |
| Miscellaneous (includes PO Box)                     | \$ 203              | 250                 | 250           |
| Membership Dues (includes domain name registration) | \$ 537              | 1,000               | 1,000         |
| <b>Total</b>  | <b>\$ 3,902</b>     | <b>4,500</b>        | <b>5,000</b>  |
| <b>Project Development</b>                          | <b>\$ 0</b>         | <b>30,000</b>       | <b>30,000</b> |
| <b>Total Operating Expenses</b>                     | <b>\$ 56,104</b>    | <b>95,200</b>       | <b>95,200</b> |
| <b>Net LCLT Activity</b>                            | <b>\$ 35,696</b>    | <b>523</b>          | <b>523</b>    |

**Balance Sheet December 31, 2015**

|   | Unrestricted  | Permanently Restricted | Total          |
|---|---------------|------------------------|----------------|
| <b>ASSETS</b>                             |               |                        |                |
| Cash-Umpqua Chknq                         | 61,566        |                        | 61,566         |
| Receivables                               |               |                        | -              |
| <b>Total Assets</b>                       | <b>61,566</b> | <b>129,130</b>         | <b>190,696</b> |
| <b>LIABILITIES AND NET ASSETS</b>         |               |                        |                |
| <b>Liabilities</b>                        |               |                        |                |
| Accounts Payable to Proud Ground          | 3,884         |                        | 3,884          |
| Accounts Payable other                    |               |                        |                |
| Prepaid lease fees                        |               |                        |                |
| Maintenance Reserve                       | 3,400         |                        | 3,400          |
| <b>Total Liabilities</b>                  | <b>7,284</b>  |                        | <b>7,284</b>   |
| <b>Net Assets:</b>                        |               |                        |                |
| Beginning Fund Balance (from CSC)         | 18,587        | 129,130                | 147,717        |
| YTD gain/ (loss)                          | 35,696        |                        | 35,696         |
| <b>Total Net Assets</b>                   | <b>54,282</b> | <b>129,130</b>         | <b>183,412</b> |
| <b>Total Liabilities &amp; Net Assets</b> | <b>61,566</b> | <b>129,130</b>         | <b>190,696</b> |

Note on the Permanently Restricted asset: this is the subsidy in the land trust homes, based on land value when LCLT acquired the lot.



#### Staff

Contracted through Proud Ground  
Diane Linn, Executive Director

#### 2015 Board Members

Bill Hall, President  
Public Representative Seat, Newport

Curt Abbott, Vice President  
Homeowner Rep. Seat, Waldport

Ron Tierney, Treasurer  
General Membership Rep. Seat, Lincoln City

Derrick Tokos, Secretary  
General Membership Rep. Seat, Newport

Max Glenn  
Public Rep. Seat, Yachats

Lola Jones  
Public Rep. Seat, Newport

Alison Robertson  
General Rep. Seat, Lincoln City

Vacant  
Homeowner Rep. Seat

**Lincoln Community Land Trust**  
PO Box 2006  
Newport, OR 97365  
503-493-0293 ext. 17  
[www.LincolnCLT.org](http://www.LincolnCLT.org)

# LCLT Annual Report 2015

## Highlight of Activities

### ***1. Review and evaluate the financial status and systems of LCLT***

Completed the transfer of the non-profit administrative and financial structure from Community Services Consortium (CSC) to Proud Ground (PG), the contractor for LCLT's professional staffing. This relationship between LCLT and PG, which is about to enter its second year, provides significant resources and experience to bolster ongoing and future LCLT initiatives. Upgraded systems and operations and achieved systemized management of financial reports, lease payments, information exchange and extensive board of directors management.

### ***2. Explore potential funding opportunities in Lincoln County for subsidy***

Explored CDBG funding, state opportunities, use of buyer initiated grants approaches, and concluded that cross subsidy and use of donated or foreclosed land has the best potential for achieving the goal of providing permanently affordable homeownership opportunities in Lincoln County. Completed report for the Lincoln County Community and Economic Development Fund Grant received in 2012 for subsidy to bring down the cost of a LCLT home. Advocacy efforts ramped up aggressively to open to avenues for funding and development opportunities in the future.

### ***3. Determine feasibility of the approaches to creating land trust homes***

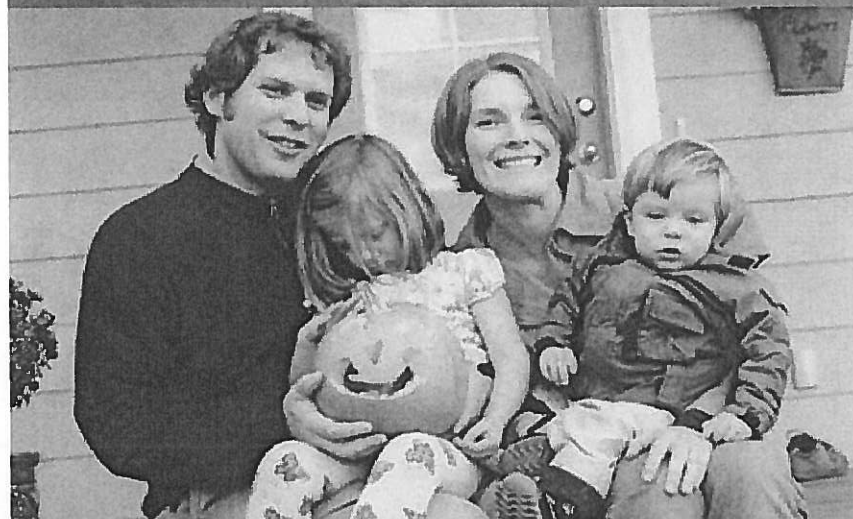
LCLT worked to pursue the development of permanently affordable homeownership units by performing an assessment of publically owned land (per the public partnership agreement) in Newport and Lincoln City. Several land options were identified that are well suited for the development of homes for working families and individuals in Lincoln County. LCLT and the city have worked out a process to move forward with possible development in Newport and LCLT submitted a letter of interest in response to a RFQ in Lincoln City to pursue further involvement in 2016.

#### ***4. Explore possible approaches and assess the process for building partnerships***

Partnerships with potential developers were actively pursued. Discussions with the Habitat for Humanity of Lincoln County occurred and communication with the Willamette Valley Housing Center to provide outreach and pre-purchase support includes multiple conversations and a concept paper.

#### ***5. Manage operational and informational changes and tasks***

Board meeting support and communication was managed through the year. All non-profit organizational requirements were met. Local, state and federal engagement on behalf of LCLT on a range of implications for homeownership funding and policy was achieved.



Working to make homeownership affordable for generations.

**LincolnCLT.org**



## Cindy Breves

---

**From:** Spencer Nebel  
**Sent:** Thursday, August 11, 2016 12:33 PM  
**To:** Cindy Breves  
**Subject:** FW: FW: Lincoln Community Land Trust

Attach this as the third email (or use the language that we used for the first two emails.)

### Spencer R. Nebel

City Manager  
City of Newport, Oregon 97365  
541-574-0601  
[s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

---

**From:** Ronald Chandler [<mailto:rhandler@lincolncity.org>]  
**Sent:** Thursday, August 11, 2016 11:48 AM  
**To:** Spencer Nebel <[S.Nebel@NewportOregon.gov](mailto:S.Nebel@NewportOregon.gov)>  
**Subject:** Re: FW: Lincoln Community Land Trust

Dear Spencer:

I'm sorry that I wasn't able to respond to this yesterday. I spoke with a couple of the Councilors who've been involved with the Land Trust and Proud Ground. They're comments were mixed. They're very supportive of the efforts we're trying to make through the Land Trust and Proud Ground to provide affordable housing however they were divided on whether they would have contributed the \$30,000 if Newport was or is not contributing.

I hope this helps and I, again, apologize for not sending a response earlier.

Sincerely yours,  
Ron Chandler

>>> Spencer Nebel <[S.Nebel@NewportOregon.gov](mailto:S.Nebel@NewportOregon.gov)> 8/10/2016 7:21 AM >>>

Hi Ron: Have you had a chance to discuss this with your elected officials? I need to get a report out to our Council and it would be helpful to get this information by the end of the day, if possible so that I can include the information in my report.

Spencer R. Nebel  
City Manager  
City of Newport, Oregon 97365  
541-574-0601  
[s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

-----Original Message-----

From: David Allen  
Sent: Wednesday, August 03, 2016 2:36 PM  
To: Spencer Nebel <[S.Nebel@NewportOregon.gov](mailto:S.Nebel@NewportOregon.gov)>; Ron Chandler <[rhandler@lincolncity.org](mailto:rhandler@lincolncity.org)>; Bill Hall <[whall@co.lincoln.or.us](mailto:whall@co.lincoln.or.us)>  
Cc: City Council <[CityCouncil@NewportOregon.gov](mailto:CityCouncil@NewportOregon.gov)>; Peggy Hawker <[P.Hawker@NewportOregon.gov](mailto:P.Hawker@NewportOregon.gov)>

Subject: Re: Lincoln Community Land Trust

Ron and Bill -

I just spoke with Spencer over the phone and he suggested I send this follow-up e-mail since he will be out of the office this afternoon. I was the one who had asked the question below during the council work session on Monday. The question pertained to the MOU as amended in early 2015, not as initially executed in July 2014. Among other things, the amendment in early 2015 deleted the reference to a "full-time staff person" so that contract staffing could be used, which is currently Proud Ground. As you know, this changed how professional services would be provided and paid for under the MOU. I didn't make that clear to Spencer during the council work session on Monday. Thanks. --David

---

From: Spencer Nebel  
Sent: Wednesday, August 03, 2016 1:15 PM  
To: Ron Chandler  
Cc: City Council  
Subject: FW: Lincoln Community Land Trust

Hi Ron:

The City Council has asked me to ask the City of Lincoln City whether Lincoln City would have entered into the MOU with LCLT if the City of Newport had not originally concurred with participating in the funding of \$30,000 a year for three years? I have included my email to Bill Hall with additional questions for the Lincoln Community Land Trust asked by the Council at a recent work session for your information. Can you let me know the answer to this question by August 10th? I will be doing my report to the Council at that time for the August 15th Council meeting. Thank you!

Spencer R. Nebel  
City Manager  
City of Newport, Oregon 97365  
541-574-0601  
[s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

From: Spencer Nebel  
Sent: Wednesday, August 03, 2016 1:10 PM  
To: 'Bill Hall' <[whall@co.lincoln.or.us](mailto:whall@co.lincoln.or.us)>  
Cc: City Council <[CityCouncil@NewportOregon.gov](mailto:CityCouncil@NewportOregon.gov)>  
Subject: Lincoln Community Land Trust

Hi Bill:

On Monday August 1, 2016, the City Council met in work session to discuss the City's future relationship with the Lincoln Community Land Trust. At the work session, Council members expressed appreciation for the modification of practices by the Trust after the Council made a decision to suspend future payments on January 4th of this year. At the same time the City Council discussed the possibility of ending its participation in the MOU with LCLT. The decision to suspend payments and the discussion of terminating the MOU resulted over concerns as to how the Trust had handled the potential use of City owned Nye Beach property, not keeping the City Council advised as to ongoing efforts of the Trust, not releasing requested information to the City and concerns that the funds may be better spent on other aspects of affordable housing. The Council is prepared to make a final decision on funding for the 2015-16fy and the 2016-17fy at the August 15th Council Meeting.

At the work session, there were several questions raised that the Council wanted me to present to you for additional



information for this meeting:

- 1) Would Lincoln County and Lincoln City have entered into the MOU with LCLT if the City of Newport had not originally concurred with participating in the funding of \$30,000 a year for three years?
- 2) Could the City of Newport maintain a regular membership in LCLT and participate in activities of the LCLT if we chose to reduce our funding to a regular member funding level?
- 3) The MOU was for a three year period with the LCLT being self-supporting after the third year. Can the LCLT sustain itself after the 2016-17 fiscal year?
- 4) Is the LCLT still committed to home ownership with a land lease as the only model for meeting workforce housing objectives?
- 5) The City of Newport has made one installment payment of \$30,000 for the 2014-15 fiscal year. No payments have been made for the 2015-16 FY or the 2016-17 FY. The City Council suspended payments to the LCLT on January 4, 2016. What expenses were incurred by the LCLT from July 1, 2015 through January 4, 2016 that the City would have been responsible for 1/3 of those cost if the MOU is terminated effective with this January date.

I will be putting together my report to the City Council on Wednesday August 10th. If possible can you get any response to these questions by that time so I can incorporate this information in my report? Please give me a call if you have any questions regarding this information. I will be sending a separate request to Ron Chandler in Lincoln City regarding Question #1.

Thank you.

Spencer R. Nebel  
City Manager  
City of Newport, Oregon 97365  
541-574-0601  
[s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

If this is an unsolicited spam message, please click this link to report it:

<http://gwava.lincolncity.org:49285/contents/spamreport.shtml?rptid=482658&srvid=195s08f>



## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: August 15, 2016

### Agenda Item:

### **Adoption of Priorities for Affordable/Work Force Housing**

#### Background:

The City Council has had a couple of work sessions on various strategies that could be used to address work force and affordable housing in the City of Newport. The City Council reviewed potential opportunities to establish a multiple unit tax exemption program to incentivize construction of multiple multi-family rental housing, assessing city owned properties to identify which ones may be suitable for land banking, supporting with other taxing units a policy to forego tax revenue from the sale of foreclosed property if the property is to be used for an appropriate affordable work force housing purpose, investigate the city's relationship with the Community Service Consortium to improve citizen access to the CDBG funds that the agency is managing on the city's behalf, explore opportunities to incentivize the construction of affordable or work force housing units with reductions in system development charges, evaluate the viability of adopting alternative street standards to the Newport Transportation System Plan and Subdivision Codes to reduce infrastructure costs for new development, evaluating opportunities to leverage Newport North Side Urban Renewal funds in redevelopment projects that will create new affordable and work force housing units, participate in regional and affordable housing forums with partner agencies and stakeholders, review any opportunities that are provided by the State legislature to utilize newly adopted statewide legislation to incentivize affordable or work force housing in Newport, and continue to assist Habitat for Humanity for the development of housing at SE 10<sup>th</sup> and South Pine Street. Additional information about these 10 policy areas can be found in Attachment A.

These ten items were reviewed by the Council members, and there was general consensus, at the work session, to direct staff to work on these priorities in order to create tools to help assist in the development of affordable and work force housing within the city. As you will also recall in July, a meeting was held with elected officials and staff members from Yachats, Waldport, Toledo, Lincoln City, Depoe Bay, Lincoln County, the Siletz Tribe and the City of Newport to discuss the possibility of creating some general policies to make Lincoln County more attractive for the development of affordable/work force housing.

While in Coos Bay attending the Coast Economic Summit earlier this week, Kerry Kemp, City Manager of Waldport, Caroline Bauman, from the Lincoln County Economic Alliance, and I met to take the next steps regarding the discussions held by this group last month. It was suggested that the elected officials and appointed officials from the various government bodies work with the Alliance in order to move these policy discussions forward on a countywide basis. As a result of our meeting earlier this week, we have identified three working groups that could be created to deal with the various policy questions regarding affordable and work force housing in Lincoln County. This information will be forwarded to the cities, county and tribe with a request for representation from those units on these various policy work in order to further refine possible policies and bring recommendations back to the representatives of the various local government entities for a follow-up discussion. It is my hope that after that follow-

up discussion, specific policies can then be considered by each city, the county and the tribe (to the extent it would apply to the tribe) so that there would be a consistent set of policies on a countywide basis to encourage this type of development.

Formal acceptance of these priorities by the City Council will help direct our participation in this countywide process.

**Recommended Action:**

I recommend that the City Council consider the following motion:

**I move to accept the ten policy strategies outlined in Attachment A, direct staff to begin working on specific policies relating to these strategies for future consideration by the City Council.**

**Fiscal Effects:**

None directly by adopting the strategies. Please note that some of these strategies, if implemented in the future, will have financial impacts upon the city.

**Alternatives:**

Adopt the policy statements individually if there are any concerns with any of the ten statements solicited, or as suggested by the City Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a light blue horizontal line.

Spencer R. Nebel

The Newport City Council recognizes that the limited supply of affordable and workforce housing in our community is a significant challenge that must be addressed through the pursuit of a variety of strategies consistent with the City's adopted housing policies, including:

1. Engaging Lincoln County and other taxing entities on the viability of establishing a multiple unit tax exemption program to incentivize construction of multi-family rental housing.

*A technical work group could be formed to develop a framework for a tax exemption program. The group should include legal, planning, developer, assessor, and affordable housing representatives. Options would then be presented to policy makers for discussion and possible action.*

2. Assessing city owned properties to identify if any are surplus to the public need and suitable for land banking (i.e. donation) or for sale.

*Background information on each city owned property has been compiled and presented to the Council in the past. It can be refreshed and brought forward for discussion in a work session to see if there is general consensus if any of the parcels are surplus to the public need and, if so, what other use they may be suitable for. Any steps to surplus property require formal Council action, and the scope of what that might look like may become clearer following the work session. If an opportunity exists to sell, as opposed to donate property for workforce or affordable housing, the City should evaluate if a sale for less than market value could be used to leverage affordable units.*

3. Looking into whether or not the City wants to convey to Lincoln County that it is willing to forgo tax revenue from the sale of foreclosed property if the property is to be used for affordable or workforce housing purposes.

*This might be best accomplished by letter and a draft can be brought forward for Council consideration at a future meeting. Such a letter could then be distributed to other affected municipalities to see if they would be willing to sign on.*

4. Investigating if changes are needed to the intergovernmental agreement the City has with Community Service Consortium (CSC) to improve citizen access to Community Development Block Grant (CDBG) funds the agency is managing on the City's behalf.

*As an initial step, the Council may want to invite Community Service Consortium to provide an update on their implementation of the intergovernmental agreement, what they believe has and hasn't been working, and any suggestions they may have for how the program can be strengthened.*

5. Exploring opportunities to incentivize the construction of affordable or workforce housing units with reductions in System Development Charges.

*Funds have been budgeted for this work, and a Request for Proposals will be put out this spring to secure a consultant to assist the City in updating its System Development Charge (SDC) methodology. Strategies for structuring SDC fees to facilitate construction of affordable and workforce housing will be examined. An advisory committee will need to be formed to assist with the project, and the resulting recommendations would be presented to the Planning Commission and Council.*

6. Evaluating the viability of adopting alternative street standards into the Newport Transportation System Plan and subdivision codes to reduce infrastructure costs for new development.

*This will require coordination with the Public Works and Fire Departments and it might be best to forward the Planning Commission to develop options for reduced street sections for consideration and possible adoption into the Newport Transportation System Plan.*

7. Evaluating opportunities to leverage Newport Northside Urban Renewal funds in redevelopment projects that will create new affordable and workforce housing units, recognizing that such funds will not be available for expenditure for several years.

*No specific action is needed at this time. Goals were included in the urban renewal plan to support use of funds to promote the construction of affordable and workforce housing units. The Urban Renewal Agency should be in a position to initiate an Agate Beach neighborhood plan, and Downtown revitalization plan beginning in 2017/2018 and these planning efforts present an opportunity to identify if urban renewal funding can be leveraged to help realize new affordable or workforce housing units.*

8. Participating in regional affordable and workforce housing forums with partner agencies and stakeholders.

*This includes dedicating staff and meeting space to better understand partner agencies/stakeholders housing related needs, expertise and resources in order to develop concepts for moving affordable and workforce housing projects forward. The Economic Development Alliance of Lincoln County is tentatively looking to hold such a forum in Newport on April 5, 2016.*

9. Reviewing any newly adopted statewide legislation intended to improve the availability affordable or workforce housing for potential application in Newport.

*It is likely that the 2016 short session will produce some changes, including authority for local governments to adopt inclusionary zoning in a limited capacity (e.g. the ability to mandate that a portion of the units in a new multi-family development be affordable), and authorization for local governments to adopted a modest construction excise tax. The legislation could be forwarded to the Planning Commission for its consideration and recommendation as to whether or not any of the new authorities should be implemented.*

10. Assisting Habitat for Humanity in implementing a land donation agreement for the construction of affordable housing at SE10<sup>th</sup> and S Pine Street.

*Staff time will need to be dedicated to assist Habitat in putting easements in place, adjusting property lines, and taking similar measures to position the properties for development.*

# Workforce and Affordable Housing Initiatives

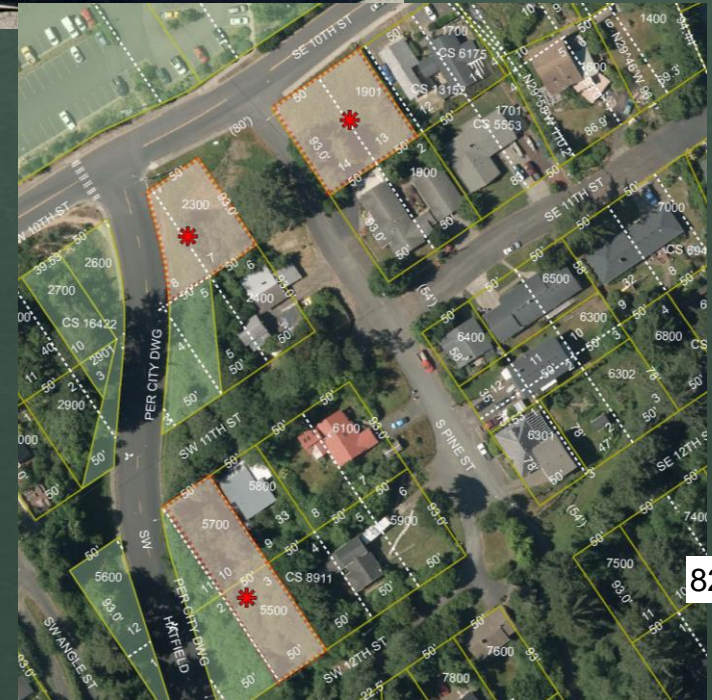
Newport City Council  
Work Session  
5:15 pm, February 16, 2016



# Partnership with Habitat for Humanity

Waldport

- ❖ Action: Assist Habitat in implementing land donation agreement for the construction of affordable housing at SE10<sup>th</sup> and S Pine Street.
- ❖ Timeframe: 2-4 years.  
First units, a duplex targeted for construction in 2016.
- ❖ Benefit: Incrementally increases supply of owner occupied housing affordable to families making 40- 60% of median family income ( **i.e. not more than \$34,680 a year for a family of four**).
- ❖ Implements: Newport Housing Goal 1 and Goal 2, Policy 2, which calls for the City to cooperate with non-profits on the provision of needed housing, including the establishment of a land bank program.





# Partnership with Lincoln Community Land Trust (LCLT)

Lincoln City

- ❖ Action: Affirm partnership with LCLT by following through with the sustaining funding MOU with the Trust, Lincoln City, and Lincoln County.

- ❖ Timeframe: 1-3 years.

MOU expires after three year term unless renewed by all parties.



- ❖ Benefit: A multi-jurisdictional partnership with a non-profit that manages a portfolio of owner occupied homes with land leases to guarantee long term affordability. This allows the cities and county to avoid being directly involved in buyer education or managing property portfolios. Targets a wider income range than other housing entities to address workforce needs (up to **120% of MFI** or up to **\$69,360 a year** for a family of four).
- ❖ Implements: Newport Housing Goal 1 and Goal 2, Policy 2, which calls for the City to cooperate with non-profits and other governmental agencies on the provision of needed housing.

# Establish Multiple Unit Property Tax Exemption (MULTE) to Support Multi-Family Development

A MULTE Program can provide new multiple-unit projects with a ten-year property tax exemption on structural improvements to the property as long as program requirements are met.

- ❖ Action: Engage the county to develop a tax exemption program for Lincoln County.
- ❖ Timeframe: 1-2 years.
- ❖ Benefit: Creates an incentive for the construction of owner occupied and rental multi-family housing units, a form of residential housing that is in short supply in Newport. Tax exemption is typically offset with a guarantee that a portion of the units be affordable during the term of the exemption (e.g. 20% of units at 60% of MFI or **up to \$34,680 a year** for a family of four on an owner occupied unit **or \$795 month for a 2 bedroom unit**).
- ❖ Implements: Newport Housing Goal 1 and Goal 2, Policy 9, which calls for the City to work with the County to evaluate the use of this exemption.





# Review City Owned Property to Identify if others are Suitable for Land Banking

- ❖ Action: Assess city owned properties to identify if any are suitable for land banking (i.e. donation) for affordable housing.

- ❖ Timeframe: 6 months.

Properties inventories are thorough but would need to be updated.



- ❖ Benefits: Donation of property drives down the development costs so that residential units can be constructed at price points affordable to families between 60 and 120% of MFI. Suitable properties are those that are readily developable or can be sold with proceeds used as buyer initiated grants.
- ❖ Implements: Goal 2, Policy 2, which calls for the City to establish a land bank program. Implementation Measure 1.4 which calls for the City to explore creative funding mechanisms to facilitate construction of needed housing.

# Tax Foreclosed Properties

- ❖ Action: Convey to the County that the City is willing to forgo tax revenue from the sale of foreclosed property if they are to be used for affordable or workforce housing purposes. Coordinating a joint letter from all of the cities might be the most effective approach.

- ❖ Timeframe: 6 months.

- ❖ Benefits: Residential properties or vacant parcels suitable for residential development are sometimes available as a result of tax foreclosure. Donation of such properties to Habitat, LCLT, or other nonprofit partners creates opportunities to expand the community's inventory of affordable and workforce housing.

- ❖ Implements: Is consistent with Implementation Measure 1.4 which calls for the City to explore creative funding mechanisms to facilitate construction of needed housing.

| AVAILABLE PROPERTY LIST  |             |       |         |                          |   |          |              |  |                            | Revised on 10/5/15           |
|--|-------------|-------|---------|--------------------------|---|----------|--------------|--|----------------------------|------------------------------|
| The property listed below is available for private purchase until sold.                        |             |       |         |                          |   |          |              |  |                            | Amy Howard, Property Manager |
| OFFER PENDING  | Parcel #    | MAP # | TAX LOT | NEAREST CITY / COMMUNITY | ADDRESS (If Available) / GENERAL DIRECTIONS & PERTINENT INFORMATION   | ZONING   | APPROX. SIZE | LAST AUCTION DATE OR PRIVATE SALE NOTICE | MINIMUM BID @ LAST AUCTION |                              |
| THIS IS NOT NECESSARILY THE CURRENT PURCHASE PRICE - PLEASE READ THE GENERAL INFORMATION PAGE. |             |       |         |                          |   |          |              |  |                            | ↓                            |
|  |             |       |         |                          | <b>6538 N Salmon Berry Ln., Otis, OR 97368</b> - Parcel has been cleared & utilities at site. LC Planning Dept. has record of existing septic system. | R-1, RC  | .55 acre     | 10/3/13                                  | \$ 35,000                  |                              |
| 1  | 06-10-25-CC |       | 400     | Otis                     |   |          |              |  |                            |                              |
|  |             |       |         |                          | <b>6518 N Salmon Berry Ln., Otis, OR 97368</b> - Parcel has been cleared & utilities at site. LC Planning Dept. has no record of septic system.       | R-1, RC  | .59 acre     | 10/3/13                                  | \$ 35,000                  |                              |
| 2  | 06-10-25-CC |       | 800     | Otis                     |   |          |              |  |                            |                              |
|  | 06-10-33-AD |       | 1900    | Otis                     | <b>419 N Best View Dr.</b> - Located on the corner of N Spring Dr. & N Best View Dr. Tax lots 1900 & 2000 are being sold together.                    | R-1, RC  | .14 acre     |  |                            |                              |
| 3  | 06-10-33-AD |       | 2000    | Otis                     |   | R-1, RC  | .14 acre     | 9/17/15                                  | \$ 40,000                  |                              |
|  |             |       |         |                          | <b>417 N Fawn Dr., Otis, OR 97368</b> - Has Manufactured Structure Serial #3496 located on it. Clean-up will be a requirement of sale.                |          |              |  |                            |                              |
| 4  | 06-10-33-AD |       | 6000    | Otis                     | Parcel on the NW corner of NW 22nd St. & NW Mast Ave. (Although NW Mast is platted, it is not physically punched through.)                            | R-1, RC  | .14 acre     | 10/3/13                                  | \$ 25,000                  |                              |
| 5  | 07-11-10-AD |       | 5500    | Lincoln City             |   | R-M      | .22 acre     | 9/17/15                                  | \$ 40,000                  |                              |
|  |             |       |         |                          | <b>2430 NE 14th St., Unit 57</b> (Lot 57 in gated Indian Shores Subdivision) - Triangle shaped parcel   | R-7.5    | .14 acre     | 9/17/15                                  | \$ 10,000                  |                              |
| 6  | 07-11-11-CC |       | 5800    | Lincoln City             |   | R-7.5    | .27 acre     | 9/17/15                                  | \$ 60,000                  |                              |
| 7  | 07-11-23-BB |       | 6400    | Lincoln City             | Located between SE Quay & SE Reef Pl. Access is from SE Quay - 4 adjoining tax lots being sold together.  | R-7.5    | .27 acre     | 9/30/10                                  |                            |                              |
|  | 07-11-23-BB |       | 6500    | Lincoln City             |   | R-7.5    | .18 acre     | 9/17/15                                  |                            |                              |
|  | 07-11-23-BB |       | 6700    | Lincoln City             |   | R-7.5    | .23 acre     | 9/17/15                                  |                            |                              |
| 8  | 07-11-27-CD |       | 9700    | Lincoln City             | 4660 SW Coast Ave.  | R-5      | 1.32 acre    | 9/30/10                                  | \$ 99,000                  |                              |
|  |             |       |         |                          | River-front / Legal access is by river / Has registered boat dock.  | T-C      | .11 acre     | 10/23/08                                 | \$ 30,000                  |                              |
| 9  | 08-10-18    |       | 500     | City/Siletz              |   |          |              |  |                            |                              |
| 10   | 09-11-29-CD |       | 4600    | Otter Rock               | <b>OCEANVIEW LOT!</b> Located within the gated Sea Crest Subdivision, on Sea Crest Place cul-de-sac. *  | R-1, PD  | .09 acre     | 9/17/15                                  | \$ 275,000                 |                              |
|  |             |       |         |                          | <b>OCEANVIEW LOT!</b> Located within the gated Sea Crest Subdivision, on Sea Crest Place cul-de-sac. *  |          |              |  |                            |                              |
| 11   | 09-11-29-CD |       | 4800    | Otter Rock               |   | R-1, PD  | .11 acre     | 9/17/15                                  | \$ 100,000                 |                              |
| 12   | 10-10-08-DD |       | 2001    | Siletz                   | Between Hwy. 229 & 80 Camp 12 Loop  | RR-5, DR | .34 acre     | 9/29/11                                  | \$ 35,000                  |                              |
|  |             |       |         |                          | Across the street & to the West of 127 NE Shore Pine Ct., Newport   |          |              |  |                            |                              |
| 13   | 10-11-20-CA |       | 2200    | Newport                  |   | R-4      | .13 acre     | 9/18/14                                  | \$ 30,020                  |                              |
| 14   | 10-11-20-CA |       | 2300    | Newport                  | Across the street from 127 NE Shore Pine Ct., Newport   | R-4      | .13 acre     | 9/18/14                                  | \$ 29,960                  |                              |
| 15   | 11-09-10-BC |       | 700     | Eddyville                | <b>20900 Hwy. 20</b>  | R-1, RC  | .15 acre     | 9/27/12                                  | \$ 25,000                  |                              |
| 16   | 11-10-08-BD |       | 499     | Toledo                   | <b>Directions:</b> NW of 1875 NE Arcadia Dr.  | R-5      | .44 acre     | 9/27/12                                  | \$ 9,500                   |                              |
| 17   | 11-10-08-BD |       | 499     | Toledo                   | There are 2 segments within 1 tax lot.  | R-5      | .05 acre     |  |                            |                              |
| 18   | 11-10-08-CC |       | 6000    | Toledo                   | Near 236 NE 9th St./Appears to be land-locked. Directly off of NE Hwy. 20 (Bus 20), & between 459 NE Andie Ln. & 624 NE Beech St.                     | R-G      | .40 acre     | 9/30/10                                  | \$ 11,000                  |                              |
| 19   | 11-10-08-CD |       | 5501    | Toledo                   |   | R-G      | .29 acre     | 10/23/08                                 | \$ 15,000                  |                              |
| 20   | 11-10-17-BB |       | 9100    | Toledo                   | Corner of E Hwy. 20 & NE Alder St.  | C        | .09 acre     | 9/30/10                                  | \$ 16,000                  |                              |
| 21   | 11-10-17-BB |       | 2001    | Toledo                   | Corner lot - Across the street from 208 SE Fir St.  | R-G      | .23 acre     | 10/23/08                                 | \$ 7,500                   |                              |



# Community Service Consortium (CSC)

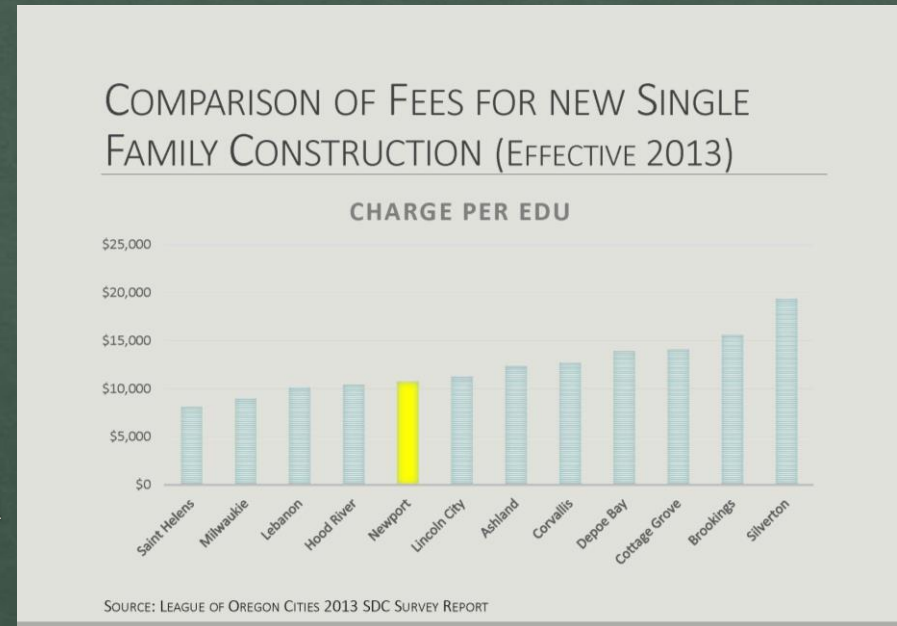
## Housing Rehabilitation Programs

- ❖ Action: Work with CSC to establish a Newport based liaison to assist private parties in need of rehab work on their homes but cannot qualify for conventional loans. Liaison could be a non-profit such as Habitat or LCLT.
- ❖ Timeframe: 2-4 years.
- ❖ Benefit: CDBG Program designed to help low to moderate income homeowners alleviate health and safety issues or correct structural deficiencies that they could not otherwise address through conventional financing. Helps preserve affordable housing stock. Over \$170,000 available to Newport residents as of 6/30/14. Loan amount capped at \$30,000. Income level cannot exceed 80% MFI or **\$47,040 a year for a family of four**.
- ❖ Implements: Housing Policy 9, which calls for the City to evaluate the use of CDBG funds to support low-income housing.



# System Development Charges (SDCs)

- ◇ Action: Explore opportunities to incentivize construction of affordable or workforce housing units with reductions in SDCs.
- ◇ Timeframe: 1-2 years.  
Funds budgeted for SDC methodology update. Work to commence once sewer master plan capital project list is complete (Feb/Mar 2016).



- ◇ Benefit: SDCs are a significant upfront development cost (roughly \$11,000 per unit). Programs often require long term affordability guarantee via recorded agreement (e.g. maintain affordability for 60 years at 60% MFI). Can be capped to limit impacts to SDC revenues.
- ◇ Implements: Policy 1, Implementation Measure 1.4.

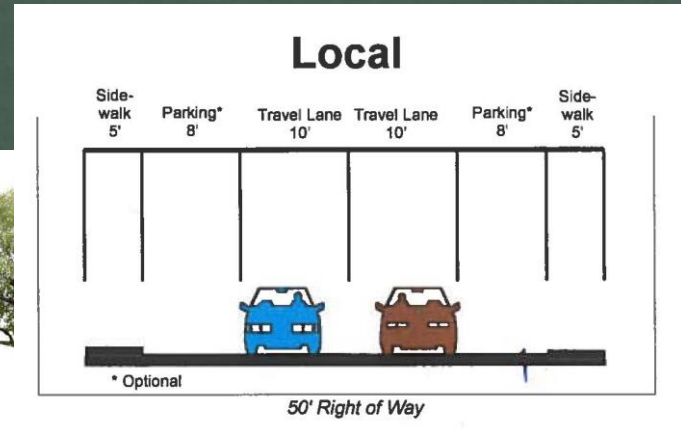


# Narrow Street Standards

TSP Standard

Coho/Brant Alt.

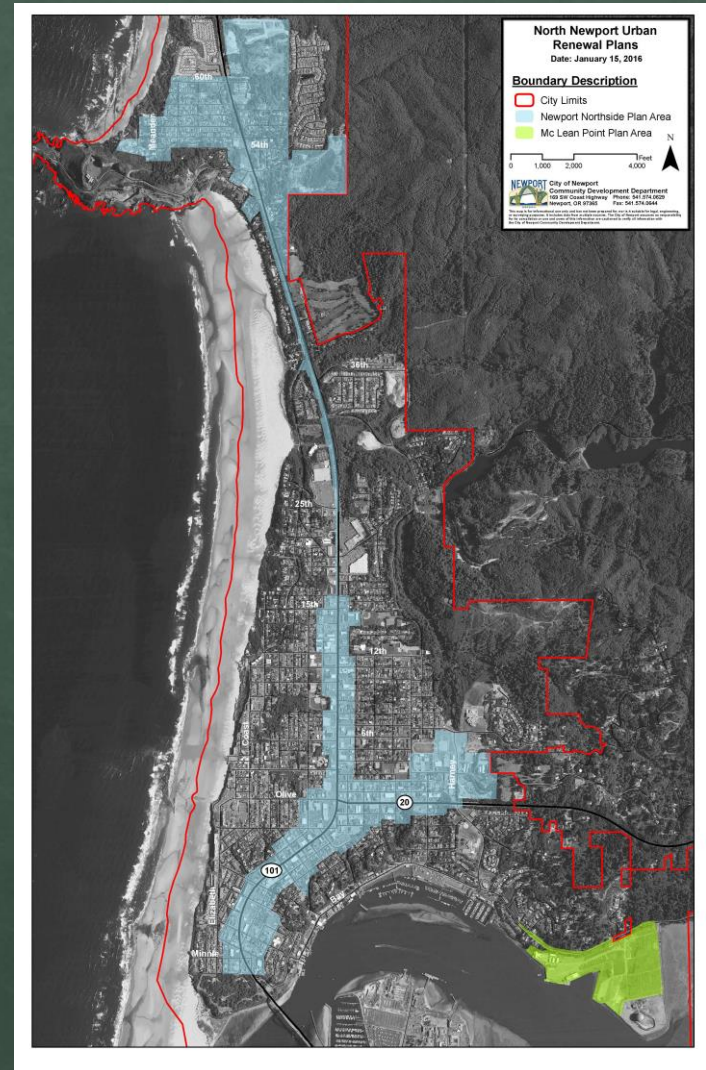
- ❖ Action: Develop alternative street standards to reduce infrastructure costs for new development.
- ❖ Timeframe: 2-4 years.



- ❖ Benefit: The cost of installing infrastructure is a substantial portion of a projects development costs. Alternative standards could serve as an incentive to increase the supply of housing generally, or as a means of leveraging a certain number of units at affordable or workforce housing price points. Applicable to owner occupied or rental properties.
- ❖ Implements: Policy 4, Implementation Measure 4.2.

# Leverage Urban Renewal Funding

- ❖ Action: Evaluate opportunities to invest Newport Northside Urban Renewal funds in redevelopment projects that will create new affordable and workforce housing units.
- ❖ Timeframe: 5-10 years.  
Could be prioritized as part of the Agate Beach and City Center refinement plans.
- ❖ Benefit: Direct investment in project or supporting infrastructure in exchange for a certain percentage of residential units being constructed at price points affordable to Newport workers. Would likely be accomplished with development agreements.
- ❖ Implements: Policy 1, Implementation Measure 1.4.





# Affordable/Workforce Housing Policy Considerations

- ◆ Incentive based approaches preferable to regulatory solutions
- ◆ Commission, Council and Staff roles with partner agencies and non-profits should be clarified
- ◆ Long term challenge requiring multiple strategies and effective partnerships
- ◆ Value in regularly assessing progress and extent to which City desires to be actively engaged in the provision of housing
- ◆ Opportunities to support partner agencies (e.g. \$60 million in recently appropriated state housing funding)
- ◆ Others?

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: August 15, 2016

### Agenda Item:

### **Preliminary Financial Report for Fiscal Year Ending June 30, 2016**

#### Background:

Finance Director Mike Murzynsky and the Finance Department has completed the Preliminary Financial Reports for the Fiscal Year that ending June 30, 2016. Please note these are pre-audited financial statements and there will be certain adjustments that will impact the ending of fund balances as additional revenues are collected for bills issued prior to June 30, and for any audit adjustments that are made as part of the annual audit.

It speaks well for the improvements and processes the Finance Department has implemented to be able to have this report to the Council within six weeks of the close of the fiscal year. Last year this report was presented to the City Council in November and in recent years this report was not prepared for the Council. The Council did not see year end data until the audited financial statements were released at the end of the year.

The other good news is that all of the appropriation costs centers for the operational departments have closed the year under the amount appropriated by Council. This indicates that the departments are managing their funds within the appropriated amounts. Please note that within these appropriations cost centers, some departments were slightly above their allocation funds however these were offset by other departments within those same cost centers being below there allocated amounts.

One area of budgeting that we want to continue improving on is providing accurate projections for the ending fund balance for the current fiscal year that is used as a basis for budgeting the up-coming fiscal year. The projected fund balances are used to make projections along with estimated revenues for the coming year to determine the available dollars that can be appropriated within that fund for various city operations. This is somewhat challenging since these projected fund balances are based on eight months of operational data and we rely heavily on the department heads to project out their actual estimated expenses going forward. This is particularly important for the operational funds. It is much more challenging to project costs for the capital projects. However, we are typically appropriating the total revenues for these projects, even if they are not likely to get completed in the next fiscal year, so not to create a financial burden for the capital outlay account. Finance Director Mike Murzynsky has prepared a report comparing our projected beginning fund balances with the preliminary ending fund balance. Again please note that there will be additional revenues that will be credited to the fiscal year that ended on June 30, 2016 which will adjust several of these preliminary ending fund balances upward as part of the year-end financial reports that will be completed as part of the audit.



Overall I am pleased with the preliminary financial report and the efforts that departments have done to stay within the amounts appropriated by the City council through course of the past fiscal year. I am very appreciative of the continued efforts by the Finance Department in order to provide timely and accurate information on the state of the city's finances throughout the course of the fiscal year and at the closed of the fiscal year.

**Recommended Action:**

No actions are required.

**Fiscal Effects:**

None by hearing this report.

**Alternatives:**

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a light blue circular stamp.

Spencer R. Nebel



STAFF REPORT  
CITY COUNCIL AGENDA ITEM

FOR AUGUST 15, 2016 CITY MANAGER'S REPORT

**Prepared by:** Mike Murzynsky, Director of Finance

**Title:** Preliminary Financials Reports for Fiscal Year End June 30, 2016

**Recommended Motion:**

None

**Background Information:**

The City has concluded budgetary operations for the 2015-16 Fiscal Year and is in the first part of the audit for same period. Because the City follows Generally Accepted Accounting Principles (GAAP) we have the following as our guidelines.

Most of the City funds are considered Governmental funds (Proprietary funds are discussed below) and we create/report the financial statements using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. This means that revenues are recognized as soon as they are both measurable and available, and are considered *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Because we are still in the sixty-day revenue window the financials are incomplete so what is attached is one report which compares 2015-16 Preliminary Year-Ending Fund Balance (EFB) with 2016-17 Budgeted Beginning Fund Balances (BFB). Below is a quick review of each fund which give a bit more insight to each 2015-16 year-end EFB.

Finally, further detail on the City GAAP guidelines can be found in the 2014-15 Annual Financial Report within the **Notes to the Basic Financial Statements - Section One Summary of Significant Accounting Policies**.

## **Review of 2015-16 Fiscal Year-end City Funds:**

It might be best if the comparison report is available for viewing of the numbers as reading the review of each fund. Further attached are summary reports for each fund, they too can be used as a reference point.

### **Governmental type funds:**

#### **General Fund**

The General fund is the City's primary operating fund. The majority of revenues collected are the property taxes, room taxes, franchise fees, grants, services provided for fund external to the General Fund and fees, and fines. As of this point in time, August 9<sup>th</sup>, we are 98% collected when the bottom line is totaled. We are still accounting for property taxes, room taxes, grants, and a few year-end audit adjustments; once these items are fully accounted for we believe the amount collected will exceed 100%.

The City departments involved in the General fund are the City Administration, Police, Fire, Library, Community Development, Facilities and Grounds and so on. Note, this is the level or basis that the City Council appropriates funding each year and Finance tracks the expenditures to the department level. The departments within City Administration are within their year-end budgets, actual versus budget, with the exception of the Mayor & Council, City Manager, and Court. Finance will review the expenditures charged to these departments and will recommend changes to the City Manager which bring these departments into budget compliance. However, as a whole the City Administration budget is within budget. With the exception of the Custodial Operations (which is over due to increased custodial contract) all other departments finished the year within their approved budgets.

Lastly, the 2016-17 projected BFB is currently short by \$309,397, however this may be adjusted due to further collections of revenues. Namely, we are still collecting property taxes, room taxes and franchise fees related to June 2016.

#### **Parks & Recreation**

This fund accounts for the activities related to Parks and Recreation operations. The main sources of revenue are fees, interest income and miscellaneous. As of this point in time the revenues collected exceed 106.40% and it is unlikely that any more revenues will be collected. But that may change in the next few weeks.

All of the programs within the Parks and Recreation operations finished the year within approved appropriations.

With these two items, revenue up and expenditures spent below budget, the 2015-16 projected EFB is currently \$151,363 ahead of the 2016-17 projected BFB

## **Public Parking and Housing**

Both funds revenues are generated via interest income and some fees (Public Parking) which may increase once year-end process are completed. Only Public Parking is below 100% and we will be making an adjustment to this fund to bring it closer to 100%.

Both funds stayed within the approved 2015-16 appropriations.

The 2015-16 EFB for the Public Parking fund is mainly down as compared to the 2016-17 projected BFB because of a transfer made to the Capital Project funds during the last year. For the Housing fund the projected 2015-16 EFB as compared to the 2016-17 projected BFB is currently \$30,218 ahead.

## **Airport**

The airport revenues consist of fuel sales, transfers in from the Wastewater, Room Tax and General Fund, rents, and a variety of concession sales. The main reason the revenues are down are due to reduced fuel sales, but there is a corresponding reduction in fuel purchases. In essence the fund is in good shape related to revenues.

The fund is within 2015-16 approved appropriations along with the noted the reduction in fuel sales.

Though revenues are down as noted, the corresponding reduction and also holding spending below approved appropriations for the 2015-16 Fiscal Year (FY), the projected EFB for the 2015-16 is \$6,491 ahead of the 2016-17 projected BFB.

## **Room Tax**

The revenues generated by hotels/motels are held in this fund. Presently we are at 105.16% of taxes collected and we are still collecting for June so this percentage should increase.

The expenditures are within 2015-16 approved appropriations.

Though revenues are up and expenditures are within approved appropriations the BFB from the 2014-15 FY was spent down by \$470,337 which in turn lead to a decline in the 2015-16 EFB which leads to a reduction of \$197,853 for the 2016-17 BFB. However, adjustments are still being processed.

## **Building Inspection**

The Building Inspection fund generates revenues from fees/permits related to buildings, electrical, plumbing, signs and state surcharges, the main activities of this fund. At this time point the fund is 200.28 collected and there should be no more adjustments.

The total expenditures are within 2015-16 approved appropriations.

With these two items, revenue up and expenditures spent below budget, the 2015-16 projected EFB is currently \$102,137 ahead of the 2016-17 projected BFB.

*Please note that the next three funds, Line Undergrounding, SDC Fund and Agate Beach Closure will be discussed together.*

## **Street Fund**

The Street fund receives gas tax dollars from the state which are used to fund City Street operations. At this point the fund is 83.90% collected but this is one fund where we adjust June 2016 revenues for revenues received in the current fiscal year.

The total expenditures are within 2015-16 approved appropriations.

The 2015-17 projected EFB will be down slightly due to the 83.90 collection rate and subsequently this affects the projected 2016-17 BFB by a shortage of \$75,169.

## **Line Undergrounding, SDC and Agate Beach Closure Funds**

Line Undergrounding revenue is generated from a franchise fee from Central Lincoln, SDC revenues are received from developers and in the past, revenues for Agate Beach Closure was generated by a franchise fee charged by the garbage haulers to fund the closure of Agate Beach landfill. With the exception of Agate Beach closure (which received zero revenues) Line Undergrounding received 90.15% of anticipated revenues and SDC received 225.56%.

The total expenditures are within 2015-16 approved appropriations.

With regards to the projected BFB for the 2016-17 FY both the Line Undergrounding and SDC Fund increase by \$35,683 and \$262,810, respectively. The Agate Beach Closure fund projected BFB was \$4,111 below the projection for the 2016-17 FY.

*Please note: the three Debt Service funds related to City operations will be discussed together. Also, the reports are not part of the attached package.*

### **Debt Service - Water, Wastewater and General**

Revenues for each of these funds come from property taxes or pledged funds from the related operating account for the Water, Wastewater or other governmental funds (for example, the General Fund, or Parks, Room Tax, or SDC funds). As noted earlier, we will have a few more property tax adjustments along with completing transfers of pledged funds before we close the books on August 30<sup>th</sup>.

As noted earlier, debt service expenditures are booked as the payment is due. Thus, the expenditures stayed within approved appropriations for the 2015-16 FY.

The projected ending fund balance for the three funds are short at this time due to the adjustments yet to be made. Presently the 2015-16 projected EFB versus 2016-17 projected BFB for the Water, Wastewater and General debt funds are down \$58,175, \$794,81 and \$95,577, respectively.

### **Capital Projects - General**

The revenues related to this come from various sources namely, gas taxes - state and Newport, grants - federal or state, infrastructure fees, interfund transfers, bonds (if any), interest income and beginning fund balance. At this time the fund is 22.87% collected, that is expected because the federal and state grants (total of \$3,000,000 unreimbursed) were not reimbursed or if they were reimbursed in July that adjustment is in process.

The expenditures are within 2015-16 approved appropriations.

We will be spending time reconciling this fund so we can make any adjustment to the projected 2016-17 BFB. Note, projected 2016-17 beginning balance is down due to grants not yet received.

### **Capital Projects - Proprietary**

Revenues for this fund come from grants, SRF Loans, bond & loan proceeds or beginning fund balance. As of August 9<sup>th</sup>, the revenues were 10.69% collected and this may increase due to some reimbursements for June were collected in July or August and these will be "pulled" back into the 2015-16 Fiscal Year.

The expenditures are within 2015-16 approved appropriations.

This fund too will be reconciled as part of the audit. The 2015-16 projected EFB versus the 21016-17 BFB was almost right on, the difference of \$207,357 is to the good.

## **Reserve Fund**

The revenues for this fund come from interest income and interfund transfers used to replace equipment related to the Fire, Police and Library departments. At this point, the fund is 103.45% collected, mainly interest income, it is not anticipated to change.

The expenditures are within 2015-16 approved appropriations.

Though revenues are slightly higher, expenditures are within approved appropriations, and the BFB from the 2014-15 FY was spent down by \$214,464 which in turn lead to a decline in the 2015-16 EFB. However, this reduction was anticipated and the 2016-17 projected BFB will increase by \$37,548.

## **Proprietary Funds**

The proprietary fund financial statements, which include the Water, Wastewater and Public Works funds, are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

### **Water**

The revenues generated by the Water fund come from user fees and charges plus interest income related to the sale of water to citizens of Newport. At this point the fund is 90.20% collected with a few more adjustments to come.

The expenditures are within 2015-16 approved appropriations.

Though revenues are slightly lower, expenditures are within approved appropriations, and the BFB from the 2014-15 FY was spent down by \$669,716 which in turn lead to a decline in the 2015-16 EFB. However, this reduction was anticipated and the 2016-17 projected BFB will increase by \$202,021.

### **Wastewater**

The revenues generated by the Wastewater fund come from user fees and charges plus interest income related to the sale of wastewater services to citizens of Newport. At this point the fund is 98.65% collected with a few more adjustments to come.

The expenditures are within 2015-16 approved appropriations. Note, there may be more transfers that need to be completed to the debt service funds. However, it is not anticipated that expenditures will exceed approved appropriations.

Though revenues are slightly lower, and expenditures stayed within approved appropriations, the 2015-16 EFB increased by \$577,229. The increase has affected the 2016-17 projected BFB and it will increase by \$928,404.

## **Public Works Fund**

Revenues generated by this fund come from services charged out to the Water and Wastewater funds. This fund is an internal service to these two funds. At this point in time, they are 58.39% collected and it is anticipated that no more adjustments are forthcoming.

The expenditures are within 2015-16 approved appropriations.

As this is an internal service fund to Public Works operations it is a break-even type operation so it is not expected that it makes a profit. Thus, the revenues are down and expenditures are within approved appropriations so the projected ending fund balance as compared to the 2016-17 beginning fund balance will increase by \$18,916.

## **Final thoughts**

This is the second year (for me) where no cost centers or departments have exceeded their approved appropriations so we are very proud of the departments and happy that everyone is on top of their numbers. The Capital Projects - General funds looks to be a challenge reconciling once again at year-end. Yet, with the addition of a Project Accountant this current fiscal year it should become cleaner and clearer. This same person can also help with reconciling other funds so as to relieve myself and Linda to do other things.

Lastly, a note on the beginning fund balances for the 2016-17 fiscal year. This is a very important number; it sets the stage for funding current operations for each fund and as part of this review, you can see the projected balances are below actual balances in some funds, at least preliminarily. As this is a challenging part of the budget process, (eight months of data and unfamiliarity of revenue flows, both problematic), our goal next budget cycle is to continue to refine the process and create more concise projections.

## **Attachments:**

- 1) Preliminary Beginning Fund for 2016-17 (Comparison spreadsheet)
- 2) Summary Reports by fund



**CITY OF NEWPORT**  
**GENERAL FUND - FISCAL YEAR 2016**

For Period Ending: **06/30/16**      100% of Year

|   | Adopted<br>Budget  | Amended<br>Budget  | Current<br>Month<br>Activity | Actual<br>Year to Date<br>Activity | Budget<br>Remaining | % of Actual<br>To<br>Budget |
|---|--------------------|--------------------|------------------------------|------------------------------------|---------------------|-----------------------------|
| <b>REVENUES:</b>                            |                    |                    |                              |                                    |                     |                             |
| Property Taxes                              | 6,151,747          | 6,151,747          | 243,298                      | 6,277,543                          | (125,796)           | 102.04%                     |
| Other Taxes                                 | 2,004,000          | 2,004,000          | 171,002                      | 2,082,522                          | (78,522)            | 103.92%                     |
| Franchises                                  | 945,600            | 945,600            | 35,913                       | 776,248                            | 169,352             | 82.09%                      |
| Federal Sources                             | 55,000             | 55,000             | 59,368                       | 59,368                             | (4,368)             | 107.94%                     |
| State Sources                               | 150,200            | 150,200            | -                            | 70,875                             | 79,325              | 47.19%                      |
| Miscellaneous Sources                       | 690,471            | 818,306            | 103,276                      | 679,268                            | 139,038             | 83.01%                      |
| Services Provided for                       | 1,073,843          | 1,073,843          | 89,487                       | 1,073,843                          | -                   | 100.00%                     |
| Fee, Fines & Forfeitures                    | 413,600            | 413,600            | 35,820                       | 432,583                            | (18,983)            | 104.59%                     |
| Investments                                 | 9,700              | 9,700              | 2,095                        | 18,537                             | (8,837)             | 191.10%                     |
| Miscellaneous                               | 36,600             | 114,200            | 6,827                        | 31,078                             | 83,122              | 27.21%                      |
| <b>TOTAL REVENUES:</b>                      | <b>11,530,761</b>  | <b>11,736,196</b>  | <b>747,087</b>               | <b>11,501,864</b>                  | <b>234,332</b>      | <b>98.00%</b>               |
| <b>EXPENDITURES:</b>                        |                    |                    |                              |                                    |                     |                             |
| City Administration                         |                    |                    |                              |                                    |                     |                             |
| Mayor & Council                             | 98,150             | 98,150             | 1,626                        | 103,862                            | (5,712)             | 105.82%                     |
| City Manager                                | 348,049            | 353,171            | 31,057                       | 367,404                            | (14,233)            | 104.03%                     |
| Information Technology                      | 525,198            | 600,665            | 24,223                       | 437,327                            | 163,338             | 72.81%                      |
| Court                                       | 57,258             | 58,179             | 5,129                        | 61,868                             | (3,689)             | 106.34%                     |
| Legal                                       | 153,200            | 155,730            | 12,594                       | 150,708                            | 5,022               | 96.77%                      |
| Finance                                     | 557,624            | 563,842            | 54,832                       | 538,710                            | 25,132              | 95.54%                      |
| Human Resources                             | 114,918            | 116,230            | 12,736                       | 115,612                            | 618                 | 99.47%                      |
| Safety Coordinator                          | 104,533            | 105,159            | 7,273                        | 80,781                             | 24,378              | 76.82%                      |
| Finance Customer Service                    | 36,500             | 36,500             | 1,208                        | 34,422                             | 2,078               | 94.31%                      |
| <b>Total City Administration</b>            | <b>1,995,430</b>   | <b>2,087,626</b>   | <b>150,678</b>               | <b>1,890,694</b>                   | <b>196,932</b>      | <b>90.57%</b>               |
| Police                                      | 3,603,480          | 3,674,850          | 393,131                      | 3,538,059                          | 136,791             | 96.28%                      |
| Fire  | 1,892,439          | 2,009,630          | 209,846                      | 1,972,714                          | 36,916              | 98.16%                      |
| Emergency Coordinator                       | 107,000            | 107,000            | 3,975                        | 10,607                             | 96,393              | 9.91%                       |
| Library                                     | 1,225,857          | 1,239,088          | 56,562                       | 1,065,961                          | 173,127             | 86.03%                      |
| Community Development                       | 315,380            | 319,161            | 32,393                       | 239,462                            | 79,699              | 75.03%                      |
| Facilities & Grounds:                       |                    |                    |                              |                                    |                     |                             |
| Facilities Operations                       | 263,035            | 265,306            | 24,289                       | 259,116                            | 6,190               | 97.67%                      |
| Facilities Capital Projects                 | 416,000            | 416,000            | 31,008                       | 91,367                             | 324,633             | 21.96%                      |
| Grounds Operations                          | 413,503            | 421,870            | 35,638                       | 373,050                            | 48,820              | 88.43%                      |
| Grounds Capital Projects                    | 10,000             | 10,000             | -                            | -                                  | 10,000              | 0.00%                       |
| Custodial Operations:                       | 123,826            | 124,609            | 15,022                       | 138,523                            | (13,914)            | 111.17%                     |
| <b>Total Facilities &amp; Grounds</b>       | <b>1,226,364</b>   | <b>1,237,785</b>   | <b>105,958</b>               | <b>862,056</b>                     | <b>375,729</b>      | <b>69.65%</b>               |
| Non Departmental                            | 421,488            | 446,488            | 22,316                       | 429,155                            | 17,333              | 96.12%                      |
| Contingency                                 | 541,322            | 375,722            |                              |                                    |                     |                             |
| <b>TOTAL EXPENDITURES:</b>                  | <b>11,328,760</b>  | <b>11,497,350</b>  | <b>974,858</b>               | <b>10,008,708</b>                  | <b>1,112,920</b>    |                             |
| <b>Excess of Revenue over (under)</b>       |                    |                    |                              |                                    |                     |                             |
| <b>Expenditures</b>                         | <b>202,001</b>     | <b>238,846</b>     | <b>(227,771)</b>             | <b>1,493,156</b>                   | <b>(878,588)</b>    |                             |
| <b>OTHER FINANCING SOURCES</b>              |                    |                    |                              |                                    |                     |                             |
| Transfer In                                 | 53,500             | 62,900             | 4,458                        | 53,500                             | 9,400               |                             |
| Transfer Out                                | (1,248,432)        | (1,344,677)        | (135,869)                    | (1,326,508)                        | (18,170)            |                             |
| <b>Total Other Financing Sources (Uses)</b> | <b>(1,194,932)</b> | <b>(1,281,777)</b> | <b>(131,411)</b>             | <b>(1,273,008)</b>                 | <b>(8,770)</b>      |                             |
| <b>Net Changes in Fund Balance</b>          | <b>(992,931)</b>   | <b>(1,042,931)</b> | <b>(359,182)</b>             | <b>220,149</b>                     | <b>(887,358)</b>    |                             |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>     | <b>2,595,226</b>   | <b>2,645,226</b>   |                              | <b>3,033,909</b>                   | <b>2,995,163</b>    |                             |
| <b>FUND BALANCE - END OF YEAR</b>           | <b>1,602,295</b>   | <b>1,602,295</b>   |                              | <b>3,254,058</b>                   | <b>(1,082)</b>      |                             |

|                                       | Appropriations    | UEFB             | Total<br>Requirements |
|---------------------------------------|-------------------|------------------|-----------------------|
| Adopted Budget                        | 12,577,192        | 1,602,295        | 14,179,487            |
| Supplemental Budget Resolution # 3726 | 50,000            |                  | 50,000                |
| Supplemental Budget Resolution # 3740 | 127,835           |                  | 127,835               |
| Supplemental Budget Resolution # 3746 | 87,000            |                  | 87,000                |
| <b>Total Amended Budget:</b>          | <b>12,842,027</b> | <b>1,602,295</b> | <b>14,444,322</b>     |

**CITY OF NEWPORT**  
**PARKS & RECREATION FUND - FISCAL YEAR 2016**

|   |                  |                  |                        | For Period Ending:           | 06/30/16         | 100% of Year          |
|---|------------------|------------------|------------------------|------------------------------|------------------|-----------------------|
|   | Adopted Budget   | Amended Budget   | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                            |                  |                  |                        |                              |                  |                       |
| Fee, Fines & Forfeitures                    | 566,365          | 567,365          | 45,040                 | 619,674                      | (52,309)         | 109.22%               |
| Investments                                 | 2,000            | 2,000            | 360                    | 2,529                        | (529)            | 126.46%               |
| Miscellaneous                               | 43,800           | 343,800          | 323,504                | 349,365                      | (5,565)          | 101.62%               |
| <b>TOTAL REVENUES:</b>                      | <b>612,165</b>   | <b>913,165</b>   | <b>368,904</b>         | <b>971,568</b>               | <b>(58,403)</b>  | <b>106.40%</b>        |
| <b>EXPENDITURES:</b>                        |                  |                  |                        |                              |                  |                       |
| Parks Administration                        | 164,626          | 186,728          | 13,450                 | 179,177                      | 7,551            | 95.96%                |
| 60+ Activity Center                         | 168,321          | 169,753          | 14,303                 | 133,249                      | 36,504           | 78.50%                |
| Swimming Pool                               | 392,466          | 394,897          | 31,255                 | 375,503                      | 19,394           | 95.09%                |
| Recreation Center                           | 545,606          | 547,094          | 38,823                 | 447,334                      | 99,760           | 81.77%                |
| Recreation Programs                         | 176,944          | 176,944          | 14,272                 | 129,749                      | 47,195           | 73.33%                |
| Sports Programs                             | 122,266          | 123,266          | 6,731                  | 119,965                      | 3,301            | 97.32%                |
| Contingency                                 | 139,308          | 111,855          |                        |                              |                  |                       |
| <b>TOTAL EXPENDITURES:</b>                  | <b>1,709,537</b> | <b>1,710,537</b> | <b>118,833</b>         | <b>1,384,977</b>             | <b>213,705</b>   |                       |
| <b>Excess of Revenue over (under)</b>       |                  |                  |                        |                              |                  |                       |
| Expenditures                                | (1,097,372)      | (797,372)        | 250,071                | (413,409)                    | (272,108)        |                       |
| <b>OTHER FINANCING SOURCES</b>              |                  |                  |                        |                              |                  |                       |
| Transfer In                                 | 749,502          | 749,502          | 62,459                 | 749,502                      | -                |                       |
| Transfer Out                                | -                | (275,000)        | (275,000)              | (275,000)                    | -                |                       |
| <b>Total Other Financing Sources (Uses)</b> | <b>749,502</b>   | <b>474,502</b>   | <b>(212,542)</b>       | <b>474,502</b>               | <b>-</b>         |                       |
| <b>Net Changes in Fund Balance</b>          | <b>(347,870)</b> | <b>(322,870)</b> | <b>37,530</b>          | <b>61,093</b>                | <b>(272,108)</b> |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>     | <b>347,870</b>   | <b>347,870</b>   |                        | <b>417,005</b>               |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>           | <b>-</b>         | <b>25,000</b>    |                        | <b>478,098</b>               | <b>-</b>         |                       |

|                                       | Appropriations   | UEFB     | Total Requirements |
|---------------------------------------|------------------|----------|--------------------|
| Adopted Budget                        | 1,709,537        | -        | 1,709,537          |
| Supplemental Budget Resolution # 3740 | 1,000            |          | 1,000              |
| Supplemental Budget Resolution # 3746 | 300,000          |          | 300,000            |
| <b>Total Amended Budget:</b>          | <b>2,010,537</b> | <b>-</b> | <b>2,010,537</b>   |

**CITY OF NEWPORT**  
**PUBLIC PARKING FUND - FISCAL YEAR 2016**

|   |                  |                  | For Period Ending:     |                              | 06/30/16         | 100% of Year          |
|---|------------------|------------------|------------------------|------------------------------|------------------|-----------------------|
|   | Adopted Budget   | Amended Budget   | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                        |                  |                  |                        |                              |                  |                       |
| Fee, Fines & Forfeitures                | 31,265           | 31,265           | (1,375)                | 23,892                       | 7,373            | 76.42%                |
| Investments                             | 1,045            | 1,045            | 171                    | 1,389                        | (344)            | 132.90%               |
| <b>TOTAL REVENUES:</b>                  | <b>32,310</b>    | <b>32,310</b>    | <b>(1,204)</b>         | <b>25,281</b>                | <b>7,029</b>     | <b>78.24%</b>         |
| <b>EXPENDITURES:</b>                    |                  |                  |                        |                              |                  |                       |
| Public Parking -General                 | -                | -                | -                      | -                            | -                |                       |
| Public Parking -Nye Beach               | 12,722           | 12,722           | 85                     | 1,022                        | 11,700           | 8.03%                 |
| Public Parking -City Center             | 6,896            | 6,896            | 33                     | 396                          | 6,500            | 5.74%                 |
| Public Parking - Bay Blvd               | 22,218           | 22,218           | 10,185                 | 14,743                       | 7,475            | 66.36%                |
| Contingency                             | 274,207          | 274,207          |                        |                              |                  |                       |
| <b>TOTAL EXPENDITURES:</b>              | <b>316,043</b>   | <b>316,043</b>   | <b>10,303</b>          | <b>16,161</b>                | <b>25,675</b>    |                       |
| <b>Excess of Revenue over (under)</b>   |                  |                  |                        |                              |                  |                       |
| Expenditures                            | (283,733)        | (283,733)        | (11,507)               | 9,120                        | (18,646)         |                       |
| <b>OTHER FINANCING SOURCES</b>          |                  |                  |                        |                              |                  |                       |
| Transfer In                             | -                | -                | -                      | -                            | -                |                       |
| Transfer Out                            | (40,000)         | (40,000)         | (40,000)               | (40,000)                     | -                |                       |
| Total Other Financing Sources (Uses)    | (40,000)         | (40,000)         | (40,000)               | (40,000)                     | -                |                       |
| <b>Net Changes in Fund Balance</b>      | <b>(323,733)</b> | <b>(323,733)</b> | <b>(51,507)</b>        | <b>(30,880)</b>              | <b>(18,646)</b>  |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b> | <b>323,733</b>   | <b>323,733</b>   |                        | <b>318,536</b>               |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>       | <b>-</b>         | <b>-</b>         |                        | <b>287,656</b>               | <b>-</b>         |                       |

|                              | Appropriations | UEFB     | Total Requirements |
|------------------------------|----------------|----------|--------------------|
| Adopted Budget               | 356,043        | -        | 356,043            |
| <b>Total Amended Budget:</b> | <b>356,043</b> | <b>-</b> | <b>356,043</b>     |

**CITY OF NEWPORT**  
**HOUSING FUND - FISCAL YEAR 2016**

|   |                  |                  | For Period Ending:     |                              | 06/30/16         | 100% of Year          |
|---|------------------|------------------|------------------------|------------------------------|------------------|-----------------------|
|   | Adopted Budget   | Amended Budget   | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                            |                  |                  |                        |                              |                  |                       |
| Investments                                 | 530              | 530              | 98                     | 732                          | (202)            | 138.10%               |
| <b>TOTAL REVENUES:</b>                      | <b>530</b>       | <b>530</b>       | <b>98</b>              | <b>732</b>                   | <b>(202)</b>     | <b>138.10%</b>        |
| <b>EXPENDITURES:</b>                        |                  |                  |                        |                              |                  |                       |
| Housing                                     | 135,849          | 135,849          | 489                    | 5,852                        | 129,997          | 4.31%                 |
| Contingency                                 | 35,732           | 35,732           |                        |                              |                  |                       |
| <b>TOTAL EXPENDITURES:</b>                  | <b>171,581</b>   | <b>171,581</b>   | <b>489</b>             | <b>5,852</b>                 | <b>129,997</b>   |                       |
| <b>Excess of Revenue over (under)</b>       |                  |                  |                        |                              |                  |                       |
| Expenditures                                | (171,051)        | (171,051)        | (390)                  | (5,120)                      | (130,199)        |                       |
| <b>OTHER FINANCING SOURCES</b>              |                  |                  |                        |                              |                  |                       |
| Transfer In                                 | 13,200           | 13,200           | 1,100                  | 13,200                       | -                |                       |
| Transfer Out                                | -                | -                | -                      | -                            | -                |                       |
| <b>Total Other Financing Sources (Uses)</b> | <b>13,200</b>    | <b>13,200</b>    | <b>1,100</b>           | <b>13,200</b>                | <b>-</b>         |                       |
| <b>Net Changes in Fund Balance</b>          | <b>(157,851)</b> | <b>(157,851)</b> | <b>710</b>             | <b>8,080</b>                 | <b>(130,199)</b> |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>     | <b>157,851</b>   | <b>157,851</b>   |                        | <b>156,334</b>               |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>           | <b>-</b>         | <b>-</b>         |                        | <b>164,414</b>               |                  |                       |

|                              | Appropriations | UEFB     | Total Requirements |
|------------------------------|----------------|----------|--------------------|
| Adopted Budget               | 171,581        | -        | 171,581            |
| <b>Total Amended Budget:</b> | <b>171,581</b> | <b>-</b> | <b>171,581</b>     |

**CITY OF NEWPORT**  
**AIRPORT FUND - FISCAL YEAR 2016**

|   |                  |                  | For Period Ending:     |                              | 06/30/16         | 100% of Year          |
|---|------------------|------------------|------------------------|------------------------------|------------------|-----------------------|
|   | Adopted Budget   | Amended Budget   | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                            |                  |                  |                        |                              |                  |                       |
| Services Provided for                       | 30,704           | 30,704           | 2,559                  | 30,704                       | -                | 100.00%               |
| Fee, Fines & Forfeitures                    | 258,420          | 258,420          | 21,185                 | 173,855                      | 84,565           | 67.28%                |
| Investments                                 | 561              | 561              | 124                    | 1,001                        | (440)            | 178.41%               |
| Miscellaneous                               | 54,280           | 54,280           | 4,649                  | 57,488                       | (3,208)          | 105.91%               |
| <b>TOTAL REVENUES:</b>                      | <b>343,965</b>   | <b>343,965</b>   | <b>28,516</b>          | <b>263,048</b>               | <b>80,917</b>    | <b>76.48%</b>         |
| <b>EXPENDITURES:</b>                        |                  |                  |                        |                              |                  |                       |
| Airport                                     | 693,941          | 767,030          | 47,065                 | 596,903                      | 170,127          | 77.82%                |
| Contingency                                 | 71,691           | -                |                        |                              |                  |                       |
| <b>TOTAL EXPENDITURES:</b>                  | <b>765,632</b>   | <b>767,030</b>   | <b>47,065</b>          | <b>596,903</b>               | <b>170,127</b>   |                       |
| <b>Excess of Revenue over (under)</b>       |                  |                  |                        |                              |                  |                       |
| Expenditures                                | (421,667)        | (423,065)        | (18,549)               | (333,855)                    | (89,210)         |                       |
| <b>OTHER FINANCING SOURCES</b>              |                  |                  |                        |                              |                  |                       |
| Transfer In                                 | 335,288          | 335,288          | 27,941                 | 335,288                      | -                |                       |
| Transfer Out                                | (161,039)        | (161,039)        | -                      | (160,106)                    | 933              |                       |
| <b>Total Other Financing Sources (Uses)</b> | <b>174,249</b>   | <b>174,249</b>   | <b>27,941</b>          | <b>175,182</b>               | <b>933</b>       |                       |
| <b>Net Changes in Fund Balance</b>          | <b>(247,418)</b> | <b>(248,816)</b> | <b>9,392</b>           | <b>(158,672)</b>             | <b>(88,277)</b>  |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>     | <b>353,254</b>   | <b>353,254</b>   |                        | <b>312,146</b>               |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>           | <b>105,836</b>   | <b>104,438</b>   |                        | <b>153,474</b>               |                  |                       |

|                              | Appropriations | UEFB           | Total Requirements |
|------------------------------|----------------|----------------|--------------------|
| Adopted Budget               | 926,671        | 105,836        | 1,032,507          |
| <b>Total Amended Budget:</b> | <b>926,671</b> | <b>105,836</b> | <b>1,032,507</b>   |

**CITY OF NEWPORT**  
**ROOM TAX FUND - FISCAL YEAR 2016**

|   |                  |                  | For Period Ending:     |                              | 06/30/16         | 100% of Year          |
|---|------------------|------------------|------------------------|------------------------------|------------------|-----------------------|
|   | Adopted Budget   | Amended Budget   | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                        |                  |                  |                        |                              |                  |                       |
| Taxes                                   | 1,307,300        | 1,344,155        | 113,481                | 1,412,903                    | (68,748)         | 105.11%               |
| Fees, Fines & Forfeitures               | 12,000           | 12,000           | 2,002                  | 13,029                       | (1,029)          | 108.57%               |
| Investments                             | 2,000            | 2,000            | 241                    | 2,289                        | (289)            | 114.47%               |
| <b>TOTAL REVENUES:</b>                  | <b>1,321,300</b> | <b>1,358,155</b> | <b>115,724</b>         | <b>1,428,221</b>             | <b>(70,066)</b>  | <b>105.16%</b>        |
| <b>EXPENDITURES:</b>                    |                  |                  |                        |                              |                  |                       |
| Room Tax                                | 1,145,246        | 982,101          | 82,784                 | 935,173                      | 46,928           | 95.22%                |
| Contingency                             | 126,381          | 66,381           |                        |                              |                  |                       |
| <b>TOTAL EXPENDITURES:</b>              | <b>1,271,627</b> | <b>1,048,482</b> | <b>82,784</b>          | <b>935,173</b>               | <b>46,928</b>    |                       |
| <b>Excess of Revenue over (under)</b>   |                  |                  |                        |                              |                  |                       |
| Expenditures                            | 49,673           | 309,673          | 32,940                 | 493,048                      | (116,994)        |                       |
| <b>OTHER FINANCING SOURCES</b>          |                  |                  |                        |                              |                  |                       |
| Transfer In                             | -                | -                | -                      | -                            | -                |                       |
| Transfer Out                            | (744,651)        | (1,076,651)      | (18,944)               | (963,385)                    | (113,266)        |                       |
| Total Other Financing Sources (Uses)    | (744,651)        | (1,076,651)      | (18,944)               | (963,385)                    | (113,266)        |                       |
| <b>Net Changes in Fund Balance</b>      | <b>(694,978)</b> | <b>(766,978)</b> | <b>13,996</b>          | <b>(470,337)</b>             | <b>(230,260)</b> |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b> | <b>778,488</b>   | <b>850,488</b>   |                        | <b>850,362</b>               |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>       | <b>83,510</b>    | <b>83,510</b>    |                        | <b>380,025</b>               | <b>(12)</b>      |                       |

|                                       | Appropriations   | UEFB          | Total Requirements |
|---------------------------------------|------------------|---------------|--------------------|
| Adopted Budget                        | 2,016,278        | 83,510        | 2,099,788          |
| Supplemental Budget Resolution # 3726 | 72,000           |               | 72,000             |
| Supplemental Budget Resolution # 3735 | 36,855           |               | 36,855             |
| <b>Total Amended Budget:</b>          | <b>2,125,133</b> | <b>83,510</b> | <b>2,208,643</b>   |

**CITY OF NEWPORT**  
**BUILDING INSPECTION FUND - FISCAL YEAR 2016**

|   |                  |                  | For Period Ending:     |                              | 06/30/16         | 100% of Year          |
|---|------------------|------------------|------------------------|------------------------------|------------------|-----------------------|
|   | Adopted Budget   | Amended Budget   | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                            |                  |                  |                        |                              |                  |                       |
| Fees, Fines & Forfeitures                   | 162,740          | 187,740          | 97,625                 | 380,370                      | (192,630)        | 202.60%               |
| Investments                                 | 1,600            | 1,600            | 350                    | 2,355                        | (755)            | 147.20%               |
| Miscellaneous                               | 2,670            | 2,670            | -                      | 1,839                        | 831              | 68.88%                |
| <b>TOTAL REVENUES:</b>                      | <b>167,010</b>   | <b>192,010</b>   | <b>97,975</b>          | <b>384,564</b>               | <b>(192,554)</b> | <b>200.28%</b>        |
| <b>EXPENDITURES:</b>                        |                  |                  |                        |                              |                  |                       |
| Building Inspection                         | 258,868          | 306,897          | 41,896                 | 297,516                      | 9,381            | 96.94%                |
| Contingency                                 | 25,887           | 2,858            |                        |                              |                  |                       |
| <b>TOTAL EXPENDITURES:</b>                  | <b>284,755</b>   | <b>309,755</b>   | <b>41,896</b>          | <b>297,516</b>               | <b>9,381</b>     |                       |
| <b>Excess of Revenue over (under)</b>       |                  |                  |                        |                              |                  |                       |
| Expenditures                                | (117,745)        | (117,745)        | 56,079                 | 87,048                       | (201,935)        |                       |
| <b>OTHER FINANCING SOURCES</b>              |                  |                  |                        |                              |                  |                       |
| Transfer In                                 | 3,000            | 3,000            | 250                    | 3,000                        | -                |                       |
| Transfer Out                                | -                | -                | -                      | -                            | -                |                       |
| <b>Total Other Financing Sources (Uses)</b> | <b>3,000</b>     | <b>3,000</b>     | <b>250</b>             | <b>3,000</b>                 | <b>-</b>         |                       |
| <b>Net Changes in Fund Balance</b>          | <b>(114,745)</b> | <b>(114,745)</b> | <b>56,329</b>          | <b>90,048</b>                | <b>(201,935)</b> |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>     | <b>469,943</b>   | <b>469,943</b>   |                        | <b>475,695</b>               |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>           | <b>355,198</b>   | <b>355,198</b>   |                        | <b>565,743</b>               | <b>-</b>         |                       |

|                                       | Appropriations | UEFB           | Total Requirements |
|---------------------------------------|----------------|----------------|--------------------|
| Adopted Budget                        | 284,755        | 355,198        | 639,953            |
| Supplemental Budget Resolution # 3735 | 25,000         |                | 25,000             |
| <b>Total Amended Budget:</b>          | <b>309,755</b> | <b>355,198</b> | <b>664,953</b>     |

**CITY OF NEWPORT  
STREETS FUND - FISCAL YEAR 2016**

|   |                   |                   | For Period Ending:           |                                    | 06/30/16            | 100% of Year                |
|---|-------------------|-------------------|------------------------------|------------------------------------|---------------------|-----------------------------|
|   | Adopted<br>Budget | Amended<br>Budget | Current<br>Month<br>Activity | Actual<br>Year to Date<br>Activity | Budget<br>Remaining | % of Actual<br>To<br>Budget |
| <b>REVENUES:</b>                        |                   |                   |                              |                                    |                     |                             |
| Other Taxes                             | 571,487           | 571,487           | -                            | 390,315                            | 181,172             | 68.30%                      |
| State Sources                           |                   |                   |                              | -                                  | -                   |                             |
| Fee, Fines & Forfeitures                | 408,000           | 408,000           | 35,890                       | 432,098                            | (24,098)            | 105.91%                     |
| Investments                             | 2,000             | 2,000             | 314                          | 2,898                              | (898)               | 144.90%                     |
| Miscellaneous                           | 1,200             | 1,200             | -                            | (831)                              | 2,031               | -69.25%                     |
| <b>TOTAL REVENUES:</b>                  | <b>982,687</b>    | <b>982,687</b>    | <b>36,204</b>                | <b>824,480</b>                     | <b>158,207</b>      | <b>83.90%</b>               |
| <b>EXPENDITURES:</b>                    |                   |                   |                              |                                    |                     |                             |
| Streets Maintenance                     | 655,041           | 659,287           | 27,439                       | 530,124                            | 129,163             | 80.41%                      |
| Storm Drain Maintenance                 | 426,956           | 431,202           | 51,233                       | 397,851                            | 33,351              | 92.27%                      |
| Contingency                             | 109,156           | 100,664           |                              |                                    |                     |                             |
| <b>TOTAL EXPENDITURES:</b>              | <b>1,191,153</b>  | <b>1,191,153</b>  | <b>78,672</b>                | <b>927,975</b>                     | <b>162,514</b>      |                             |
| <b>Excess of Revenue over (under)</b>   |                   |                   |                              |                                    |                     |                             |
| Expenditures                            | (208,466)         | (208,466)         | (42,468)                     | (103,496)                          | (4,306)             |                             |
| <b>OTHER FINANCING SOURCES</b>          |                   |                   |                              |                                    |                     |                             |
| Transfer In                             | 70,000            | 70,000            | 5,833                        | 70,000                             | -                   |                             |
| Transfer Out                            | (77,768)          | (77,768)          | (465)                        | (69,163)                           | (8,605)             |                             |
| Total Other Financing Sources (Uses)    | (7,768)           | (7,768)           | 5,368                        | 837                                | (8,605)             |                             |
| <b>Net Changes in Fund Balance</b>      | <b>(216,234)</b>  | <b>(216,234)</b>  | <b>(37,100)</b>              | <b>(102,658)</b>                   | <b>(12,912)</b>     |                             |
| <b>FUND BALANCE - BEGINNING OF YEAR</b> | <b>588,769</b>    | <b>588,769</b>    |                              | <b>670,591</b>                     |                     |                             |
| <b>FUND BALANCE - END OF YEAR</b>       | <b>372,535</b>    | <b>372,535</b>    |                              | <b>567,933</b>                     | <b>(1,662)</b>      |                             |

|                              | Appropriations   | UEFB           | Total<br>Requirements |
|------------------------------|------------------|----------------|-----------------------|
| Adopted Budget               | 1,268,921        | 372,535        | 1,641,456             |
| <b>Total Amended Budget:</b> | <b>1,268,921</b> | <b>372,535</b> | <b>1,641,456</b>      |



**CITY OF NEWPORT**  
**LINE UNDERGROUNDING FUND - FISCAL YEAR 2016**

|  |                  |                  | For Period Ending:     |                              | 06/30/16         | 100% of Year          |
|--|------------------|------------------|------------------------|------------------------------|------------------|-----------------------|
|  | Adopted Budget   | Amended Budget   | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                                   |                  |                  |                        |                              |                  |                       |
| Franchises   | 170,000          | 170,000          | 12,217                 | 152,747                      | 17,253           | 89.85%                |
| Investments  | 2,800            | 2,800            | 395                    | 3,039                        | (239)            | 108.53%               |
| <b>TOTAL REVENUES:</b>                             | <b>172,800</b>   | <b>172,800</b>   | <b>12,612</b>          | <b>155,786</b>               | <b>17,014</b>    | <b>90.15%</b>         |
| <b>EXPENDITURES:</b>                               |                  |                  |                        |                              |                  |                       |
| Line Undergrounding                                | 400              | 400              | 38                     | 439                          | (39)             | 109.75%               |
| Contingency  | 645,580          | 645,580          |                        |                              |                  |                       |
| <b>TOTAL EXPENDITURES:</b>                         | <b>645,980</b>   | <b>645,980</b>   | <b>38</b>              | <b>439</b>                   | <b>(39)</b>      |                       |
| <b>Excess of Revenue over (under) Expenditures</b> | <b>(473,180)</b> | <b>(473,180)</b> | <b>12,574</b>          | <b>155,347</b>               | <b>17,053</b>    |                       |
| <b>OTHER FINANCING SOURCES</b>                     |                  |                  |                        |                              |                  |                       |
| Transfer In  |                  |                  |                        |                              |                  |                       |
| Transfer Out                                       | (259,435)        | (259,435)        | -                      | (251,211)                    | (8,224)          |                       |
| <b>Total Other Financing Sources (Uses)</b>        | <b>(259,435)</b> | <b>(259,435)</b> | <b>-</b>               | <b>(251,211)</b>             | <b>(8,224)</b>   |                       |
| <b>Net Changes in Fund Balance</b>                 | <b>(732,615)</b> | <b>(732,615)</b> | <b>12,574</b>          | <b>(95,864)</b>              | <b>8,829</b>     |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>            | <b>732,615</b>   | <b>732,615</b>   |                        | <b>758,129</b>               |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>                  | <b>-</b>         | <b>-</b>         |                        | <b>662,265</b>               | <b>-</b>         |                       |

|                              | Appropriations | UEFB     | Total Requirements |
|------------------------------|----------------|----------|--------------------|
| Adopted Budget               | 905,415        |          | 905,415            |
| <b>Total Amended Budget:</b> | <b>905,415</b> | <b>-</b> | <b>905,415</b>     |

**CITY OF NEWPORT**  
**SDC FUND - FISCAL YEAR 2016**

|   |                    |                    | For Period Ending: 06/30/16 |                              | 100% of Year     |                       |
|---|--------------------|--------------------|-----------------------------|------------------------------|------------------|-----------------------|
|   | Adopted Budget     | Amended Budget     | Current Month Activity      | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                        |                    |                    |                             |                              |                  |                       |
| Fee, Fines & Forfeitures                | 245,800            | 245,800            | 122,497                     | 555,941                      | (310,141)        | 226.18%               |
| Investments                             | 3,270              | 3,270              | 874                         | 5,873                        | (2,603)          | 179.61%               |
| <b>TOTAL REVENUES:</b>                  | <b>249,070</b>     | <b>249,070</b>     | <b>123,371</b>              | <b>561,814</b>               | <b>(312,744)</b> | <b>225.56%</b>        |
| <b>EXPENDITURES:</b>                    |                    |                    |                             |                              |                  |                       |
| SDC - Streets                           | 50,000             | 50,000             | -                           | -                            | 50,000           | 0.00%                 |
| SDC - Water                             | -                  | -                  | -                           | -                            | -                | 0.00%                 |
| SDC - Wastewater                        | -                  | -                  | -                           | -                            | -                | 0.00%                 |
| SDC - Parks                             | -                  | -                  | -                           | -                            | -                | 0.00%                 |
| SDC - Storm Drain                       | -                  | -                  | -                           | -                            | -                | 0.00%                 |
| SDC - Administration                    | 25,000             | 25,000             | -                           | -                            | 25,000           | 0.00%                 |
| Contingency                             | 1,088,800          | 841,157            | -                           | -                            | -                | -                     |
| <b>TOTAL EXPENDITURES:</b>              | <b>1,163,800</b>   | <b>916,157</b>     | <b>-</b>                    | <b>-</b>                     | <b>75,000</b>    |                       |
| <b>Excess of Revenue over (under)</b>   |                    |                    |                             |                              |                  |                       |
| Expenditures                            | (914,730)          | (667,087)          | 123,371                     | 561,814                      | (387,744)        |                       |
| <b>OTHER FINANCING SOURCES</b>          |                    |                    |                             |                              |                  |                       |
| Transfer In                             | -                  | -                  | -                           | -                            | -                | -                     |
| Transfer Out                            | (197,500)          | (445,143)          | -                           | (248,762)                    | (196,381)        |                       |
| Total Other Financing Sources (Uses)    | (197,500)          | (445,143)          | -                           | (248,762)                    | (196,381)        |                       |
| <b>Net Changes in Fund Balance</b>      | <b>(1,112,230)</b> | <b>(1,112,230)</b> | <b>123,371</b>              | <b>313,052</b>               | <b>(584,125)</b> |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b> | <b>1,112,230</b>   | <b>1,112,230</b>   |                             | <b>1,151,935</b>             |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>       | <b>-</b>           | <b>-</b>           |                             | <b>1,464,988</b>             |                  |                       |

|                              | Appropriations   | UEFB     | Total Requirements |
|------------------------------|------------------|----------|--------------------|
| Adopted Budget               | 1,361,300        |          | 1,361,300          |
| <b>Total Amended Budget:</b> | <b>1,361,300</b> | <b>-</b> | <b>1,361,300</b>   |

**CITY OF NEWPORT**  
**AGATE BEACH CLOSURE FUND - FISCAL YEAR 2016**

|   |                    |                    | For Period Ending:           |                                    | 06/30/16            | 100% of Year                |
|---|--------------------|--------------------|------------------------------|------------------------------------|---------------------|-----------------------------|
|   | Adopted<br>Budget  | Amended<br>Budget  | Current<br>Month<br>Activity | Actual<br>Year to Date<br>Activity | Budget<br>Remaining | % of Actual<br>To<br>Budget |
| <b>REVENUES:</b>                            |                    |                    |                              |                                    |                     |                             |
| Fee, Fines & Forfeitures                    | 12,000             | 12,000             | -                            | -                                  | 12,000              | 0.00%                       |
| Investments                                 | 6,000              | 6,000              | -                            | -                                  | 6,000               | 0.00%                       |
| <b>TOTAL REVENUES:</b>                      | <b>18,000</b>      | <b>18,000</b>      | <b>-</b>                     | <b>-</b>                           | <b>18,000</b>       | <b>0.00%</b>                |
| <b>EXPENDITURES:</b>                        |                    |                    |                              |                                    |                     |                             |
| Agate Beach Closure                         | 60,327             | 60,327             | (3,586)                      | 25,173                             | 35,154              | 41.73%                      |
| Contingency                                 | 1,362,257          | 1,362,257          |                              |                                    |                     |                             |
| <b>TOTAL EXPENDITURES:</b>                  | <b>1,422,584</b>   | <b>1,422,584</b>   | <b>(3,586)</b>               | <b>25,173</b>                      | <b>35,154</b>       |                             |
| <b>Excess of Revenue over (under)</b>       |                    |                    |                              |                                    |                     |                             |
| Expenditures                                | (1,404,584)        | (1,404,584)        | 3,586                        | (25,173)                           | (17,154)            |                             |
| <b>OTHER FINANCING SOURCES</b>              |                    |                    |                              |                                    |                     |                             |
| Transfer In                                 |                    |                    |                              |                                    |                     |                             |
| Transfer Out                                |                    |                    |                              |                                    |                     |                             |
| <b>Total Other Financing Sources (Uses)</b> | <b>-</b>           | <b>-</b>           | <b>-</b>                     | <b>-</b>                           | <b>-</b>            |                             |
| <b>Net Changes in Fund Balance</b>          | <b>(1,404,584)</b> | <b>(1,404,584)</b> | <b>3,586</b>                 | <b>(25,173)</b>                    | <b>(17,154)</b>     |                             |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>     | <b>1,404,584</b>   | <b>1,404,584</b>   |                              | <b>1,397,838</b>                   |                     |                             |
| <b>FUND BALANCE - END OF YEAR</b>           | <b>-</b>           | <b>-</b>           |                              | <b>1,372,665</b>                   | <b>-</b>            |                             |

|                              | Appropriations   | UEFB     | Total<br>Requirements |
|------------------------------|------------------|----------|-----------------------|
| Adopted Budget               | 1,422,584        |          | 1,422,584             |
| <b>Total Amended Budget:</b> | <b>1,422,584</b> | <b>-</b> | <b>1,422,584</b>      |

**CITY OF NEWPORT**  
**CAPITAL PROJECTS GENERAL - FISCAL YEAR 2016**

|   |                     |                     | For Period Ending:     |                              | 06/30/16           | 100% of Year          |
|---|---------------------|---------------------|------------------------|------------------------------|--------------------|-----------------------|
|   | Adopted Budget      | Amended Budget      | Current Month Activity | Actual Year to Date Activity | Budget Remaining   | % of Actual To Budget |
| <b>REVENUES:</b>                            |                     |                     |                        |                              |                    |                       |
| Other Taxes                                 | 170,000             | 170,000             | 54,615                 | 310,332                      | (140,332)          | 182.55%               |
| Federal Sources                             | 350,000             | 2,246,020           | 225,975                | 583,233                      | 1,662,787          | 25.97%                |
| State Sources                               | 1,600,455           | 1,600,455           | -                      | 217,477                      | 1,382,978          | 13.59%                |
| Miscellaneous Sources                       | 229,871             | 245,871             | -                      | 16,000                       | 229,871            | 6.51%                 |
| Fee, Fines & Forfeitures                    | 580,000             | 580,000             | 49,381                 | 591,752                      | (11,752)           | 102.03%               |
| Investments                                 | 15,415              | 15,415              | 5,529                  | 58,920                       | (43,505)           | 382.22%               |
| Miscellaneous                               |                     |                     |                        | 585                          | (585)              |                       |
| Loan Proceeds                               | 2,919,088           | 2,919,088           | -                      | -                            | 2,919,088          | 0.00%                 |
| <b>TOTAL REVENUES:</b>                      | <b>5,864,829</b>    | <b>7,776,849</b>    | <b>335,500</b>         | <b>1,778,297</b>             | <b>5,998,552</b>   | <b>22.87%</b>         |
| <b>EXPENDITURES:</b>                        |                     |                     |                        |                              |                    |                       |
| Capital Projects - General                  | 10,674,520          | 11,263,944          | 629,061                | 4,878,812                    | 6,385,132          | 43.31%                |
| Capital Projects - Swim Pool                | 8,225,884           | 8,656,165           | 1,813,602              | 5,508,515                    | 3,147,650          | 63.64%                |
| Capital Projects - Airport                  | 2,683,189           | 1,692,256           | 60,942                 | 798,196                      | 894,060            | 47.17%                |
| Capital Projects - VAC/PAC                  | 365,089             | 365,089             | -                      | 5,000                        | 360,089            | 1.37%                 |
| Contingency                                 | 58,458              | 61,636              |                        |                              |                    |                       |
| <b>TOTAL EXPENDITURES:</b>                  | <b>22,007,140</b>   | <b>22,039,090</b>   | <b>2,503,605</b>       | <b>11,190,524</b>            | <b>10,786,931</b>  |                       |
| <b>Excess of Revenue over (under)</b>       |                     |                     |                        |                              |                    |                       |
| Expenditures                                | (16,142,311)        | (14,262,241)        | (2,168,105)            | (9,412,226)                  | (4,788,379)        |                       |
| <b>OTHER FINANCING SOURCES</b>              |                     |                     |                        |                              |                    |                       |
| Transfer In                                 | 1,412,806           | 2,317,449           | 275,000                | 2,129,806                    | 187,643            |                       |
| Transfer Out                                | -                   | -                   | -                      | -                            | -                  |                       |
| <b>Total Other Financing Sources (Uses)</b> | <b>1,412,806</b>    | <b>2,317,449</b>    | <b>275,000</b>         | <b>2,129,806</b>             | <b>187,643</b>     |                       |
| <b>Net Changes in Fund Balance</b>          | <b>(14,729,505)</b> | <b>(11,944,792)</b> | <b>(1,893,105)</b>     | <b>(7,282,420)</b>           | <b>(4,600,736)</b> |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>     | <b>14,729,505</b>   | <b>11,944,792</b>   |                        | <b>11,944,792</b>            |                    |                       |
| <b>FUND BALANCE - END OF YEAR</b>           | <b>-</b>            | <b>-</b>            |                        | <b>4,662,372</b>             | <b>-</b>           |                       |

|                                       | Appropriations    | UEFB     | Total Requirements |
|---------------------------------------|-------------------|----------|--------------------|
| Adopted Budget                        | 22,007,140        | -        | 22,007,140         |
| Supplemental Budget Resolution # 3726 | 322,000           |          | 322,000            |
| Supplemental Budget Resolution # 3706 | 120,000           |          | 120,000            |
| Supplemental Budget Resolution # 3740 | (1,220,778)       |          | (1,220,778)        |
| Supplemental Budget Resolution # 3746 | 810,728           |          | 810,728            |
| <b>Total Amended Budget:</b>          | <b>22,039,090</b> | <b>-</b> | <b>22,039,090</b>  |

**CITY OF NEWPORT**  
**CAPITAL PROJECTS PROPRIETARY - FISCAL YEAR 2016**

|  |                    |                    |                        | For Period Ending:           | 06/30/16         | 100% of Year          |
|--|--------------------|--------------------|------------------------|------------------------------|------------------|-----------------------|
|  | Adopted Budget     | Amended Budget     | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |
| <b>REVENUES:</b>                                   |                    |                    |                        |                              |                  |                       |
| State Sources                                      | 1,000,000          | 1,000,000          | -                      | -                            | 1,000,000        | 0.00%                 |
| Investments  | -                  | -                  | 2,447                  | 32,965                       | (32,965)         |                       |
| Loan Proceeds                                      | 8,448,986          | 8,834,025          | -                      | 1,018,400                    | 7,815,625        | 11.53%                |
| <b>TOTAL REVENUES:</b>                             | <b>9,448,986</b>   | <b>9,834,025</b>   | <b>2,447</b>           | <b>1,051,365</b>             | <b>8,782,660</b> | <b>10.69%</b>         |
| <b>EXPENDITURES:</b>                               |                    |                    |                        |                              |                  |                       |
| Capital Projects - Water                           | 5,303,808          | 5,078,888          | 97,546                 | 1,897,279                    | 3,181,609        | 37.36%                |
| Capital Projects - Wastewater                      | 6,474,417          | 6,469,819          | 629,850                | 2,048,367                    | 4,421,452        | 31.66%                |
| Contingency  | -                  | -                  | -                      | -                            | -                |                       |
| <b>TOTAL EXPENDITURES:</b>                         | <b>11,778,225</b>  | <b>11,548,707</b>  | <b>727,396</b>         | <b>3,945,646</b>             | <b>7,603,061</b> |                       |
| <b>Excess of Revenue over (under) Expenditures</b> | <b>(2,329,239)</b> | <b>(1,714,682)</b> | <b>(724,949)</b>       | <b>(2,894,280)</b>           | <b>1,179,598</b> |                       |
| <b>OTHER FINANCING SOURCES</b>                     |                    |                    |                        |                              |                  |                       |
| Transfer In  | 1,474,661          | 1,474,661          | -                      | 1,474,661                    | -                |                       |
| Transfer Out                                       | -                  | -                  | -                      | -                            | -                |                       |
| <b>Total Other Financing Sources (Uses)</b>        | <b>1,474,661</b>   | <b>1,474,661</b>   | <b>-</b>               | <b>1,474,661</b>             | <b>-</b>         |                       |
| <b>Net Changes in Fund Balance</b>                 | <b>(854,578)</b>   | <b>(240,021)</b>   | <b>(724,949)</b>       | <b>(1,419,619)</b>           | <b>1,179,598</b> |                       |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>            | <b>854,578</b>     | <b>240,021</b>     |                        | <b>3,122,890</b>             |                  |                       |
| <b>FUND BALANCE - END OF YEAR</b>                  | <b>-</b>           | <b>-</b>           |                        | <b>1,703,271</b>             | <b>-</b>         |                       |

|                                       | Appropriations    | UEFB     | Total Requirements |
|---------------------------------------|-------------------|----------|--------------------|
| Adopted Budget                        | 11,778,225        | -        | 11,778,225         |
| Supplemental Budget Resolution # 3740 | (229,518)         | -        | (229,518)          |
| <b>Total Amended Budget:</b>          | <b>11,548,707</b> | <b>-</b> | <b>11,548,707</b>  |

**CITY OF NEWPORT**  
**RESERVE FUND - FISCAL YEAR 2016**

|  |                  | For Period Ending: |                        | 06/30/16                     | 100% of Year     |                       |        |
|--|------------------|--------------------|------------------------|------------------------------|------------------|-----------------------|--------|
|  | Adopted Budget   | Amended Budget     | Current Month Activity | Actual Year to Date Activity | Budget Remaining | % of Actual To Budget |        |
| <b>REVENUES:</b>                                   |                  |                    |                        |                              |                  |                       |        |
| Investments  | 2,050            | 2,050              | 193                    | 2,121                        | (71)             | 103.45%               |        |
| <b>TOTAL REVENUES:</b>                             | <b>2,050</b>     | <b>2,050</b>       | <b>193</b>             | <b>2,121</b>                 | <b>(71)</b>      | <b>103.45%</b>        |        |
| <b>EXPENDITURES:</b>                               |                  |                    |                        |                              |                  |                       |        |
| Reserve - Police                                   | 40,000           | 40,000             | 35,142                 | 35,142                       | 4,858            | 87.86%                | 0.8786 |
| Reserve - Fire                                     | 425,000          | 425,000            | -                      | 407,688                      | 17,312           | 95.93%                | 0.9593 |
| Reserve - Library                                  | -                | -                  | -                      | -                            | -                | 0.00%                 |        |
| Contingency  | -                | -                  | -                      | -                            | -                |                       |        |
| <b>TOTAL EXPENDITURES:</b>                         | <b>465,000</b>   | <b>465,000</b>     | <b>35,142</b>          | <b>442,830</b>               | <b>22,170</b>    |                       |        |
| <b>Excess of Revenue over (under) Expenditures</b> | <b>(462,950)</b> | <b>(462,950)</b>   | <b>(34,949)</b>        | <b>(440,709)</b>             | <b>(22,241)</b>  |                       |        |
| <b>OTHER FINANCING SOURCES</b>                     |                  |                    |                        |                              |                  |                       |        |
| Transfer In  | 180,000          | 226,245            | 61,245                 | 226,245                      | -                |                       |        |
| Transfer Out                                       | -                | -                  | -                      | -                            | -                |                       |        |
| <b>Total Other Financing Sources (Uses)</b>        | <b>180,000</b>   | <b>226,245</b>     | <b>61,245</b>          | <b>226,245</b>               | <b>-</b>         |                       |        |
| <b>Net Changes In Fund Balance</b>                 | <b>(282,950)</b> | <b>(236,705)</b>   | <b>26,296</b>          | <b>(214,464)</b>             | <b>(22,241)</b>  |                       |        |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>            | <b>501,938</b>   | <b>501,938</b>     |                        | <b>502,138</b>               |                  |                       |        |
| <b>FUND BALANCE - END OF YEAR</b>                  | <b>218,988</b>   | <b>265,233</b>     |                        | <b>287,674</b>               |                  |                       |        |

|                                       | Appropriations | UEFB           | Total Requirements |
|---------------------------------------|----------------|----------------|--------------------|
| Adopted Budget                        | 465,000        | 218,988        | 683,988            |
| Supplemental Budget Resolution # 3740 | 46,245         |                | 46,245             |
| <b>Total Amended Budget:</b>          | <b>511,245</b> | <b>218,988</b> | <b>730,233</b>     |

**CITY OF NEWPORT  
WATER FUND - FISCAL YEAR 2016**

|   |                   |                   | For Period Ending:           |                                    | 06/30/16            | 100% of Year                |
|---|-------------------|-------------------|------------------------------|------------------------------------|---------------------|-----------------------------|
|   | Adopted<br>Budget | Amended<br>Budget | Current<br>Month<br>Activity | Actual<br>Year to Date<br>Activity | Budget<br>Remaining | % of Actual<br>To<br>Budget |
| <b>REVENUES:</b>                        |                   |                   |                              |                                    |                     |                             |
| Fee, Fines & Forfeitures                | 3,885,000         | 3,885,000         | 259,299                      | 3,471,600                          | 413,400             | 89.36%                      |
| Investments                             | 5,200             | 5,200             | 527                          | 4,494                              | 706                 | 86.41%                      |
| Miscellaneous                           | 52,000            | 52,000            | 2,429                        | 79,580                             | (27,580)            | 153.04%                     |
| <b>TOTAL REVENUES:</b>                  | <b>3,942,200</b>  | <b>3,942,200</b>  | <b>262,255</b>               | <b>3,555,674</b>                   | <b>386,526</b>      | <b>90.20%</b>               |
| <b>EXPENDITURES:</b>                    |                   |                   |                              |                                    |                     |                             |
| Water Plant                             | 1,067,465         | 1,076,288         | 53,740                       | 992,364                            | 83,924              | 92.20%                      |
| Water Distribution                      | 938,418           | 946,889           | 55,452                       | 868,256                            | 78,633              | 91.70%                      |
| Water Non Departmental                  | 930,412           | 930,412           | 33,826                       | 695,823                            | 234,589             | 74.79%                      |
| Contingency                             | 259,917           | 242,623           |                              |                                    |                     |                             |
| <b>TOTAL EXPENDITURES:</b>              | <b>3,196,212</b>  | <b>3,196,212</b>  | <b>143,018</b>               | <b>2,556,442</b>                   | <b>397,147</b>      |                             |
| <b>Excess of Revenue over (under)</b>   |                   |                   |                              |                                    |                     |                             |
| Expenditures                            | 745,988           | 745,988           | 119,237                      | 999,232                            | (10,621)            |                             |
| <b>OTHER FINANCING SOURCES</b>          |                   |                   |                              |                                    |                     |                             |
| Transfer In                             | -                 | -                 | -                            | -                                  | -                   |                             |
| Transfer Out                            | (1,685,342)       | (1,685,342)       | (4,004)                      | (1,668,948)                        | (16,394)            |                             |
| Total Other Financing Sources (Uses)    | (1,685,342)       | (1,685,342)       | (4,004)                      | (1,668,948)                        | (16,394)            |                             |
| <b>Net Changes in Fund Balance</b>      | <b>(939,354)</b>  | <b>(939,354)</b>  | <b>115,233</b>               | <b>(669,716)</b>                   | <b>(27,015)</b>     |                             |
| <b>FUND BALANCE - BEGINNING OF YEAR</b> | <b>1,174,476</b>  | <b>1,174,476</b>  |                              | <b>1,634,175</b>                   |                     |                             |
| <b>FUND BALANCE - END OF YEAR</b>       | <b>235,122</b>    | <b>235,122</b>    |                              | <b>964,459</b>                     | <b>0</b>            |                             |

|                              | Appropriations   | UEFB           | Total<br>Requirements |
|------------------------------|------------------|----------------|-----------------------|
| Adopted Budget               | 4,881,554        | 235,122        | 5,116,676             |
| <b>Total Amended Budget:</b> | <b>4,881,554</b> | <b>235,122</b> | <b>5,116,676</b>      |

**CITY OF NEWPORT**  
**WASTEWATER FUND - FISCAL YEAR 2016**

|   |                   |                   | For Period Ending:           |                                    | 06/30/16            | 100% of Year                |
|---|-------------------|-------------------|------------------------------|------------------------------------|---------------------|-----------------------------|
|   | Adopted<br>Budget | Amended<br>Budget | Current<br>Month<br>Activity | Actual<br>Year to Date<br>Activity | Budget<br>Remaining | % of Actual<br>To<br>Budget |
| <b>REVENUES:</b>                        |                   |                   |                              |                                    |                     |                             |
| Fee, Fines & Forfeitures                | 3,865,680         | 3,865,680         | 311,262                      | 3,810,273                          | 55,407              | 98.57%                      |
| Investments                             | 2,000             | 2,000             | 688                          | 3,667                              | (1,667)             | 183.36%                     |
| Miscellaneous                           | 5,000             | 5,000             | 70                           | 6,436                              | (1,436)             | 128.72%                     |
| <b>TOTAL REVENUES:</b>                  | <b>3,872,680</b>  | <b>3,872,680</b>  | <b>312,020</b>               | <b>3,820,376</b>                   | <b>52,304</b>       | <b>98.65%</b>               |
| <b>EXPENDITURES:</b>                    |                   |                   |                              |                                    |                     |                             |
| Wastewater Plant                        | 1,536,391         | 1,545,335         | 222,192                      | 1,301,771                          | 243,564             | 84.24%                      |
| Wastewater Distribution                 | 601,914           | 606,629           | 45,719                       | 556,062                            | 50,567              | 91.66%                      |
| Wastewater Non Departmental             | 995,704           | 995,704           | 42,751                       | 818,284                            | 177,420             | 82.18%                      |
| Contingency                             | 279,425           | 265,766           |                              |                                    |                     |                             |
| <b>TOTAL EXPENDITURES:</b>              | <b>3,413,434</b>  | <b>3,413,434</b>  | <b>310,662</b>               | <b>2,676,117</b>                   | <b>471,551</b>      |                             |
| <b>Excess of Revenue over (under)</b>   |                   |                   |                              |                                    |                     |                             |
| Expenditures                            | 459,246           | 459,246           | 1,358                        | 1,144,259                          | (419,247)           |                             |
| <b>OTHER FINANCING SOURCES</b>          |                   |                   |                              |                                    |                     |                             |
| Transfer In                             | -                 | -                 | -                            | -                                  | -                   |                             |
| Transfer Out                            | (1,148,086)       | (1,148,086)       | (4,004)                      | (567,030)                          | (581,056)           |                             |
| Total Other Financing Sources (Uses)    | (1,148,086)       | (1,148,086)       | (4,004)                      | (567,030)                          | (581,056)           |                             |
| <b>Net Changes in Fund Balance</b>      | <b>(688,840)</b>  | <b>(688,840)</b>  | <b>(2,646)</b>               | <b>577,229</b>                     | <b>(1,000,303)</b>  |                             |
| <b>FUND BALANCE - BEGINNING OF YEAR</b> | <b>892,737</b>    | <b>892,737</b>    |                              | <b>968,152</b>                     |                     |                             |
| <b>FUND BALANCE - END OF YEAR</b>       | <b>203,897</b>    | <b>203,897</b>    |                              | <b>1,545,381</b>                   |                     |                             |

|                              | Appropriations   | UEFB           | Total<br>Requirements |
|------------------------------|------------------|----------------|-----------------------|
| Adopted Budget               | 4,561,520        | 203,897        | 4,765,417             |
| <b>Total Amended Budget:</b> | <b>4,561,520</b> | <b>203,897</b> | <b>4,765,417</b>      |



**CITY OF NEWPORT**  
**PUBLIC WORKS FUND - FISCAL YEAR 2016**

For Period Ending: **06/30/16**      100% of Year

|   | Adopted<br>Budget | Amended<br>Budget | Current<br>Month<br>Activity | Actual<br>Year to Date<br>Activity | Budget<br>Remaining | % of Actual<br>To<br>Budget |
|---|-------------------|-------------------|------------------------------|------------------------------------|---------------------|-----------------------------|
| <b>REVENUES:</b>                            |                   |                   |                              |                                    |                     |                             |
| Services Provided for                       | 1,028,376         | 1,028,376         | -                            | 599,886                            | 428,490             | 58.33%                      |
| Investments                                 | 1,000             | 1,000             | 65                           | 1,189                              | (189)               | 118.91%                     |
| Miscellaneous                               | 99                | 99                | -                            | 10                                 | 89                  | 10.10%                      |
| <b>TOTAL REVENUES:</b>                      | <b>1,029,475</b>  | <b>1,029,475</b>  | <b>65</b>                    | <b>601,085</b>                     | <b>428,390</b>      | <b>58.39%</b>               |
| <b>EXPENDITURES:</b>                        |                   |                   |                              |                                    |                     |                             |
| Public Works - Admin                        | 290,723           | 294,154           | 31,299                       | 292,224                            | 1,930               | 99.34%                      |
| Engineering                                 | 533,554           | 542,477           | 38,514                       | 416,103                            | 126,374             | 76.70%                      |
| Fleet Management                            | 88,282            | 89,164            | -                            | -                                  | 89,164              | 0.00%                       |
| Contingency                                 | 86,606            | 73,370            |                              |                                    |                     |                             |
| <b>TOTAL EXPENDITURES:</b>                  | <b>999,165</b>    | <b>999,165</b>    | <b>69,813</b>                | <b>708,327</b>                     | <b>217,468</b>      |                             |
| <b>Excess of Revenue over (under)</b>       |                   |                   |                              |                                    |                     |                             |
| Expenditures                                | 30,310            | 30,310            | (69,748)                     | (107,242)                          | 210,922             |                             |
| <b>OTHER FINANCING SOURCES</b>              |                   |                   |                              |                                    |                     |                             |
| Transfer In                                 | -                 | -                 | -                            | -                                  | -                   |                             |
| Transfer Out                                | -                 | -                 | -                            | -                                  | -                   |                             |
| <b>Total Other Financing Sources (Uses)</b> | <b>-</b>          | <b>-</b>          | <b>-</b>                     | <b>-</b>                           | <b>-</b>            |                             |
| <b>Net Changes in Fund Balance</b>          | <b>30,310</b>     | <b>30,310</b>     | <b>(69,748)</b>              | <b>(107,242)</b>                   | <b>210,922</b>      |                             |
| <b>FUND BALANCE - BEGINNING OF YEAR</b>     | <b>189,102</b>    | <b>189,102</b>    |                              | <b>183,477</b>                     |                     |                             |
| <b>FUND BALANCE - END OF YEAR</b>           | <b>219,412</b>    | <b>219,412</b>    |                              | <b>76,235</b>                      | <b>(328)</b>        |                             |

|                              | Appropriations | UEFB           | Total<br>Requirements |
|------------------------------|----------------|----------------|-----------------------|
| Adopted Budget               | 999,165        | 219,412        | 1,218,577             |
| <b>Total Amended Budget:</b> | <b>999,165</b> | <b>219,412</b> | <b>1,218,577</b>      |

City of Newport  
Preliminary Beginning Fund Balances for 2016-17  
As of June 30, 2016

|                                    | 2015-16 Fiscal Year |            |              | 2016-17      |            |
|------------------------------------|---------------------|------------|--------------|--------------|------------|
|                                    | Actual              |            | Preliminary  | Projected    |            |
|                                    | Beginning           | Total      | Total        | Beginning    |            |
|                                    | Fund Balance        | Revenues   | Expenditures | Fund Balance | Difference |
| 101 General Fund                   | 2,995,163           | 11,555,364 | 11,335,216   | 3,215,311    | 3,524,708  |
| 201 Parks and Recreation           | 417,004             | 1,721,070  | 1,659,977    | 478,097      | 326,734    |
| 211 Public Parking                 | 318,536             | 25,281     | 56,161       | 287,656      | 307,661    |
| 212 Housing Fund                   | 156,334             | 13,932     | 5,852        | 164,414      | 134,196    |
| 220 Airport                        | 312,147             | 598,336    | 757,009      | 153,474      | 146,983    |
| 230 Room Tax                       | 850,362             | 1,428,221  | 1,898,558    | 380,025      | 577,878    |
| 240 Building Inspection            | 475,694             | 387,564    | 297,516      | 565,742      | 463,605    |
| 251 Street Fund                    | 670,591             | 894,480    | 997,138      | 567,933      | 643,102    |
| 252 Line Undergrounding            | 758,129             | 155,786    | 251,650      | 662,265      | 626,582    |
| 253 SDC Fund                       | 1,151,936           | 561,814    | 248,762      | 1,464,988    | 1,202,178  |
| 254 Agate Beach Closure            | 1,397,838           | 0          | 25,173       | 1,372,665    | 1,376,776  |
| 301 Debt Service - Water           | 137,510             | 1,304,878  | 1,369,888    | 72,500       | 130,675    |
| 302 Debt Service - Wastewater      | 1,158,135           | 967,242    | 1,504,363    | 621,014      | 1,415,832  |
| 303 Debt Service - General         | 53,838              | 798,294    | 828,924      | 23,208       | 118,785    |
| 402 Capital Projects - General     | 11,944,792          | 3,908,103  | 11,190,524   | 4,662,371    | 7,804,557  |
| 403 Capital Projects - Proprietary | 3,122,889           | 2,526,026  | 3,945,646    | 1,703,269    | 1,495,912  |
| 404 Reserve Fund                   | 502,138             | 228,366    | 442,830      | 287,674      | 250,126    |
| 405 Capital Improvements Fund      | 0                   | 0          | 0            | 0            | 0          |
| 601 Water Fund                     | 1,634,175           | 3,555,674  | 4,225,390    | 964,459      | 762,438    |
| 602 Wastewater                     | 968,152             | 3,820,376  | 3,243,147    | 1,545,381    | 616,977    |
| 701 Public Works Fund              | 183,477             | 601,085    | 708,327      | 76,235       | 57,319     |
|                                    | 29,208,840          | 35,051,892 | 44,992,051   | 19,268,681   | 21,983,024 |
|                                    |                     |            |              |              | 2,714,343  |

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: August 15, 2016

### Agenda Item:

### **Authorization of Change Order No. 9 Closing Out the Contract with KSH Construction for the Ferry Slip Road Improvements**

#### Background:

As you aware three separate contracts were awarded for work on Ferry Slip Road, Safe Haven Hill and Abalone. These contracts have all been completed. As I have indicated to you before, as part of a new standard practice, we are including quantity adjustments for construction contracts in a final change order for review and approval by the City Council. As you may be aware, infrastructure projects are typically awarded on a unit price basis. The contractors are asked to bid, based on unit prices, virtually all of the aspects of the work that will be completed for a project. For example: a water and/or sewer main may be bid at a price per linear foot for each type and size of water or sewer main being installed on a project; earth excavation is bid by the contract on a per yard basis; sand fill and or road gravel can be bid on either per cubic yard or per ton basis, etc. As part of the design, the engineering firm estimates the number of units that are necessary to complete the project. When the City Council awards a bid, it is based on a compilation of the estimated number of units, times the price bid for those units by the contractor.

This final change order included the net increase (or decrease) of units based on the estimated amount versus the measured amount that was actually installed by the contractor throughout the project. In this project, the quantity overruns amounted to \$240,923, while the quantity underruns amounted to \$37,574. By approving a balancing change order, the final amount authorized by Council will be the same that was paid to the contractor for this work. In addition to the quantities actually used on this project, there were a number of other changes authorized in the field for the Ferry Slip Road Improvement Project, bringing the total change order to \$272,784.66. These are included in the attachment materials.

As we are going forward with future projects, and now that we have additional staffing in engineering, more time will be spent upfront in the design phases to eliminate some of the uncertainties that have impacted the quantities used compared to the estimated quantities for these projects. Having more involvement of our staff with the design professionals during the design process is a step we have taken to more accurately project the units that will be required for future projects.

#### Recommended Action:

I recommend the City Council acting as the Local Contract Review Board consider the following motion:

**I move to authorize the execution of Change Order No. 9 in the amount of \$272,784.66 with KSH Construction in order to close out the Ferry Slip Road Improvement Project.**

#### Fiscal Effects:

Over the course of the two fiscal years, the City had appropriated \$1,438,000 for this project. The total project costs, including engineering, will be \$1,346,727 for the Ferry Slip Road Improvement Project.

Any remaining funds appropriated for this project will revert back to the South Beach Urban Renewal District.

Alternatives:

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a faint, light blue rectangular stamp.

Spencer R. Nebel

Issued By: \_\_\_\_\_

Date of Issuance: 07/22/2016

Effective Date: 07/22/2016

Owner: City of Newport

Owner's Contract No.: 2014-003

Contractor: KSH Construction Co.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-023

Project: City of Newport - Ferry Slip Road Improvements

Contract Name: Ferry Slip Road  
Improvements**The Contract is modified as follows upon execution of this Change Order: Increase cost****Description:**

WCD 25 – Thicken MUP = \$1,079.29  
 WCD 27 – Rotate existing MH lid = \$379.56  
 WCD 28 – Modify CB2A Top = 1,801.53  
 WCD 29 – Revisions to MUP = 6,771.29  
 WCD 30 – Remove 1 riser from 10' MH = \$555.63  
 WCD 31 – ADA Ramp Removal = \$465.69  
 WCD 32 – Install mini CB in gutter pan along north side of 35<sup>th</sup> = \$3,932.32  
 WCD 33 – Redo Commercial driveways along west side FS = \$738.23  
 WCD 34 – Reinforced ADA ramp (pulled from WCD 25) = \$936.12  
 WCD 35 – Permanent type 3 barricade = \$1,428.59  
 WCD 36 – Sawcut & remove AC at SW Corner of 32nd and Ferry Slip = \$726.72  
 WCD 37 – Cleanout at SB church = \$387.06  
 WCD 38 – Extend community center parking pad = \$1,302.23  
 WCD 39 – MUP drainage at Marine Science Drive = \$3,271.28

WCD 40 – Adjust Vaults at Starvin Marvin's MUP = \$584.42  
 WCD 41 – Install Truncated Domes for MUP = \$8,331.84  
 WCD 42 – C&G Radii at 35th = \$3,715.70  
 WCD 43 – Buried cleanout = \$299.80  
 WCD 44 – Prep & Pave utility trench Sta. 5+50 = \$1,139.81  
 WCD 45 – MUP at Starvin Marvins = \$821.20  
 WCD 46 – Thermoplastic striping cost = \$5,926.80  
 WCD 47 – 3 Block walls = \$6,793.46  
 WCD 48 – Topsoil = \$8,502.48  
 WCD 49 – Powder Coat Bollards = \$1,104.77  
 WCD 50 – Barrelhead AC Driveway = \$1,430.06  
 WCD 51 – Pave NW Drive on 35th = \$468.89  
 WCD 52 – AC Taper West end of 35th, patch behind curb = \$3,381.67  
 WCD 53 – Flagging on Ferry Slip = \$2,719.64  
 WCD 54 – Property Corner Reset = \$440.00

**Adjustments:**

Quantity Overages = \$240,922.54

Unused Quantities = \$ 37,573.96

CO 2 Adjustment= \$8,190.00 originally deducted in CO 2, actual change to cost was accounted for in individual line item quantities actually paid on Items 6, 9, 16, 17, and 18.

**Attachments: WCDs with backup.**

| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>  |
|---|--|
| Original Contract Price:<br><br>\$ <u>868,868.00</u>  | Original Contract Times:<br>Substantial Completion: <u>December 29, 2015 (120 days)</u><br>Ready for Final Payment: <u>January 28, 2016 (150 days)</u><br>days or dates  |
| [Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>8</u> :<br><br>\$ <u>69,112.94</u> | [Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>8</u> :<br>Substantial Completion: <u>May 26, 2016</u><br>Ready for Final Payment: <u>June 26, 2016</u><br>days |
| Contract Price prior to this Change Order:  | Contract Times prior to this Change Order:   |



\$ 937,980.94

[Increase] [Decrease] of this Change Order:

\$ 272,784.66

Contract Price incorporating this Change Order:

\$ 1,210,765.60

Substantial Completion: May 26, 2016

Ready for Final Payment: June 26, 2016

days or dates

[Increase] [Decrease] of this Change Order:

Substantial Completion: 30.5

Ready for Final Payment: 30.5

days or dates

Contract Times with all approved Change Orders:

Substantial Completion: July 12, 2016

Ready for Final Payment: August 9, 2016

days or dates

RECOMMENDED:  
By: [Signature]  
Engineer (if required)

Title: Aaron Collett PE/PM

Date: 8-3-16

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Title: Mr. Timothy Gross - Director  
of Public Works/City Engineer  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Title: PRESIDENT  
KSH Construction  
Date: 8-3-16



|                                   |  |                                  |  |
|-----------------------------------|--|----------------------------------|--|
| <b>Issued By:</b> _____           |  | <b>Effective Date:</b> 04/13/16  | <b>Work Change Directive No.</b> 25<br><i>Update</i> |
| <b>Date of Issuance:</b> 04/13/16 |  |                                  |  |
| <b>Owner:</b>                     | City of Newport                                | <b>Owner's Contract No.:</b>     |  |
| <b>Contractor:</b>                | KSH Construction Co.                           | <b>Contractor's Project No.:</b> |  |
| <b>Engineer:</b>                  | Civil West Engineering Services, Inc.          | <b>Engineer's Project No.:</b>   | 2302-033   |
| <b>Project:</b>                   | City of Newport – Ferry Slip Road Improvements | <b>Contract Name:</b>            | Ferry Slip Road Improvements                         |

**Contractor is directed to proceed promptly with the following change(s):**  
 The business near SW corner of 35<sup>th</sup> and Ferry Slip is in close proximity to the multi-use path (MUP) and ADA ramp on that corner. Provide the following (and cost backup): 1) thicken asphalt of MUP from the north edge of the driveway to the end of the ADA ramp to 5", 2) Provide 8" of rock under the thickened MUP, 3) Thicken the ADA ramp concrete to 6", 4) add #4 rebar to ADA ramp, 5) slope from the back edge of the MUP where thickened using rock for a smooth transition. (NOTE: 3 and 4 moved to WCD 34)

**Attachments:** [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**  
 Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

|  |  |                        |
|--|--|------------------------|
| <b>Contract Price</b>                                      | \$ <del>2,074.84</del> <b>\$936.12</b> | [Increase] [decrease]. |
| <b>Contract Time</b>                                       | .25 days <i>am Cole</i>                | [Increase] [decrease]. |
| <b>Basis of estimated change in Contract Price:</b> 7-1-16 |  |                        |

☒ Lump Sum  
☐ Cost of the Work

☐ Unit Price  
☐ Other

|   |  |  |
|---|--|--|
| <b>RECOMMENDED:</b><br>By: <i>am Cole</i><br>_____<br>Engineer (Authorized Signature) | <b>AUTHORIZED BY:</b><br>By: <i>Jayson Buchholz</i><br>_____<br>Owner (Authorized Signature) | <b>RECEIVED:</b><br>By: <i>Kelly Huggins</i><br>_____<br>Contractor (Authorized Signature) |
| <b>Title:</b> Aaron Collett (PE/PM)<br><b>Date:</b> 5-9-16                            | <b>Title:</b> Mr. Jayson Buchholz – Senior Project Manager<br><b>Date:</b> 7-5-16            | <b>Title:</b> PRESIDENT<br><b>Date:</b> 7-7-16   |

**Approved by Funding Agency (if applicable)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



Work Change Directive No. 25

Issued By: \_\_\_\_\_

Effective Date: 04/13/16

Update

Date of Issuance: 04/13/16

Owner: City of Newport

Owner's Contract No.:

Contractor: KSH Construction Co.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements

Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

The business near SW corner of 35<sup>th</sup> and Ferry Slip is in close proximity to the multi-use path (MUP) and ADA ramp on that corner. Provide the following (and cost backup): 1) thicken asphalt of MUP from the north edge of the driveway to the end of the ADA ramp to 5", 2) Provide 8" of rock under the thickened MUP, 3) Thicken the ADA ramp concrete to 6", 4) add #4 rebar to ADA ramp, 5) slope from the back edge of the MUP where thickened using rock for a smooth transition. (NOTE: 3 and 4 moved to WCD 34)

Attachments: [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.
**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**Contract Price \$ ~~1,674.51~~ **\$936.12** [Increase] [decrease].Contract Time .25 days **am Collett** [Increase] [decrease].Basis of estimated change in Contract Price: **7-1-16**
☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

 By: **am Collett**  
 Engineer (Authorized Signature)

 By: **Jayson Buchholz**  
 Owner (Authorized Signature)

 By: \_\_\_\_\_  
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

 Title: Mr. Jayson Buchholz – Senior  
 Project Manager
Date: **5-9-16**Date: **7-5-16**
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

EJCDC C-940, Work Change Directive.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 2



**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Construct Commercial Use MUP Section - 5" A.C. over 8" Agg. Base (SF unit price based on 380SF)

Date(s) of Work: TBD

**LABOR**

|             |                    | Hrs |        | Rate   | Total    |
|-------------|--------------------|-----|--------|--------|----------|
| 1           | Supervisor/Foreman | 0.5 | ST Hrs | 76.54  | \$38.27  |
|             |                    |     | OT Hrs | 108.39 | \$0.00   |
| 2           | Operator           | 1   | ST Hrs | 71.54  | \$71.54  |
|             |                    |     | OT Hrs | 98.22  | \$0.00   |
| 3           | Laborer (2 ea.)    | 2   | ST Hrs | 44.90  | \$89.80  |
|             |                    |     | OT Hrs | 61.22  | \$0.00   |
| Total Labor |                    |     |        |        | \$198.81 |
| Markup 22%  |                    |     |        |        | \$43.91  |
| Subtotal    |                    |     |        |        | \$243.52 |

**MATERIAL**

|                | Description | Qty | Unit | Rate  | Total    |
|----------------|-------------|-----|------|-------|----------|
| 1              | 1"-0        | 20  | ton  | 15.50 | \$310.00 |
| 2              |             |     |      |       | \$0.00   |
| 3              |             |     |      |       | \$0.00   |
| 4              |             |     |      |       | \$0.00   |
| 5              |             |     |      |       | \$0.00   |
| 6              |             |     |      |       | \$0.00   |
| Total Material |             |     |      |       | \$310.00 |
| Markup 15%     |             |     |      |       | \$46.50  |
| Subtotal       |             |     |      |       | \$356.50 |

**EQUIPMENT**

|                 | Description                      | Qty | Unit | Rate  | Total    |
|-----------------|----------------------------------|-----|------|-------|----------|
| 1               | KSH Service Truck w/ Small Tools | 1   | HRS  | 18.00 | \$18.00  |
| 2               | Pick-up w/ Small Tools           |     | HRS  | 12.00 | \$0.00   |
| 3               | Small Grader                     | 1   | HRS  | 65.00 | \$65.00  |
| 4               | Cat C843E Roller                 | 1   | HRS  | 35.00 | \$35.00  |
| 5               | Cat 420 Backhoe                  | 1   | HRS  | 30.00 | \$30.00  |
| 6               | Cat 420 Backhoe (Standby)        |     | HRS  | 15.00 | \$0.00   |
| 7               | Cat 304 Mini Exc                 | 1   | HRS  | 35.00 | \$35.00  |
| 8               | Cat 304 Mini Exc (Standby)       |     | HRS  | 20.00 | \$0.00   |
| Total Equipment |                                  |     |      |       | \$183.00 |
| Markup 15%      |                                  |     |      |       | \$27.45  |
| Subtotal        |                                  |     |      |       | \$210.45 |

**TRUCKING**

|                | Description | Hrs | Rate | Total  |
|----------------|-------------|-----|------|--------|
| 1              |             |     |      | \$0.00 |
| 2              |             |     |      | \$0.00 |
| 3              |             |     |      | \$0.00 |
| Total Trucking |             |     |      | \$0.00 |
| Markup 15%     |             |     |      | \$0.00 |
| Subtotal       |             |     |      | \$0.00 |

**SUBCONTRACTOR**

|                     | Description     | Qty | Unit | Rate  | Total    |
|---------------------|-----------------|-----|------|-------|----------|
| 1                   | Road & Driveway | 11  | TON  | 72.73 | \$800.03 |
| 2                   |                 |     |      |       |          |
| 3                   |                 |     |      |       |          |
| Total Subcontractor |                 |     |      |       | \$800.03 |
| Markup 10%          |                 |     |      |       | \$64.00  |
| Subtotal            |                 |     |      |       | \$864.03 |

GRAND TOTAL \$1,674.81

\$4.78 /SF

196 SF  
\$936.12

**Work Change Directive No. 27**

Issued By: \_\_\_\_\_ Effective Date: 04/29/16  
 Date of Issuance: 04/29/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Rotate the lid of existing 60" diameter MH near station 3+10.  
 Includes removal of material around and on top of lid, pick/rotate lid and backfill

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 379.56 [increase] [decrease].  
 Contract Time 1/4 ~~Q~~ days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**

By:   
 Engineer (Authorized Signature)

**AUTHORIZED BY:**

By:   
 Owner (Authorized Signature)

**RECEIVED:**

By:   
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 4-29-16

Mr. Jayson Buchholz – Senior

Title: Project Manager

Date: 5-5-16

Title: PRESIDENT

Date: 5-5-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Rotate Lid on Exist. 60" Storm MH near Sta. 3+10

Date(s) of Work: April 8, 2016

**LABOR**

|             |                    | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|-------------|--------------|
| 1           | Supervisor/Foreman | ST Hrs     | 76.54       | \$0.00       |
|             |                    | OT Hrs     | 106.39      | \$0.00       |
| 2           | Operator           | 2 ST Hrs   | 71.54       | \$143.08     |
|             |                    | OT Hrs     | 98.22       | \$0.00       |
| 3           | Laborer            | 2 ST Hrs   | 44.90       | \$89.80      |
|             |                    | OT Hrs     | 61.22       | \$0.00       |
| Total Labor |                    |            |             | \$232.88     |
| Markup 22%  |                    |            |             | \$51.23      |
| Subtotal    |                    |            |             | \$284.11     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1          | HRS         | 18.00       | \$18.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 1          | HRS         | 35.00       | \$35.00      |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$83.00      |
| Markup 15%      |                                  |            |             |             | \$12.45      |
| Subtotal        |                                  |            |             |             | \$95.45      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             |              |
| 3                   |                    |            |             |             |              |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$379.56**

**Work Change Directive No. 28**

Issued By: \_\_\_\_\_ Effective Date: 04/29/16  
 Date of Issuance: 04/29/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Remove the "hooded pelican" top from CB2A and replace with a grated top. Break grout, remove top, clean grout from top of CB and top, set top to grade, grout.

**UPDATE 5-23-16 – Additional work performed on this CB.**

|         |  |                 |
|---------|--|-----------------|
| 4/27/16 | Remove Hooded Pelican on CB2A & Replace w/ Grated Top                    | \$347.29        |
| 5/4/16  | Remove grade rings, adjust alignment, modify grade rings, begin to grout | \$963.13        |
| 5/5/16  | Grout 2 offset grade rings   | \$183.37        |
| 5/6/16  | Modify, set and grout 3rd grade ring to curb forms                       | <u>\$307.75</u> |

**Attachments: [List documents supporting change]**

Contractor pricing backup, UPDATED 5-23-16.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,801.53 [increase] [decrease].  
 Contract Time 1 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By: Aaron Collett  
 Engineer (Authorized Signature)

By: Jayson Buchholz  
 Owner (Authorized Signature)

By: Kelly Hunsley  
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 5-23-16

Title: Mr. Jayson Buchholz – Senior  
 Project Manager

Date: 5-26-16

Title: PRESIDENT

Date: 5-27-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

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| <u>Date</u> | <u>Description</u>   | <u>Total</u>      |
|-------------|--|-------------------|
| 4/27/16     | Remove Hooded Pelican on CB2A & Replace w/ Grated Top                    | \$347.29          |
| 5/4/16      | Remove grade rings, adjust alignment, modify grade rings, begin to grout | \$963.13          |
| 5/5/16      | Grout 2 offset grade rings   | \$183.37          |
| 5/6/16      | Modify, set and grout 3rd grade ring to curb forms                       | <u>\$307.75</u>   |
|             |  | <b>\$1,801.53</b> |

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Remove Hooded Pelican on CB2A & Replace w/ Grated Top

Date(s) of Work: April 27, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 1          | ST Hrs | 76.54       | \$76.54      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 1.5        | ST Hrs | 71.64       | \$107.31     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 3          | ST Hrs | 44.90       | \$134.70     |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$318.55     |
| Markup 22%  |                    |            |        |             | \$70.08      |
| Subtotal    |                    |            |        |             | \$388.63     |

**MATERIAL**

|                | <u>Description</u>          | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|-----------------------------|------------|-------------|-------------|--------------|
| 1              | Return Hooded Pelican       | 1          | EA          | -467.00     | -\$467.00    |
| 2              | Restock Fee on Return (15%) | 1          | LS          | 70.05       | \$70.05      |
| 3              | 24" x 24" CB Top            | 1          | EA          | 95.00       | \$95.00      |
| 4              | 24" x 24" Grate             | 1          | EA          | 139.00      | \$139.00     |
| 5              | Grout                       | 1          | BAG         | 26.00       | \$26.00      |
| 6              |                             |            |             |             | \$0.00       |
| Total Material |                             |            |             |             | -\$136.95    |
| Markup 15%     |                             |            |             |             | -\$20.54     |
| Subtotal       |                             |            |             |             | -\$157.49    |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 2          | HRS         | 18.00       | \$36.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 1          | HRS         | 35.00       | \$35.00      |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$101.00     |
| Markup 15%      |                                  |            |             |             | \$15.15      |
| Subtotal        |                                  |            |             |             | \$116.15     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$347.29**

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Remove grade rings, adjust alignment, modify grade rings, begin to grout

Date(s) of Work: May 4, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 2          | ST Hrs | 78.54       | \$153.08     |
|             |                    |            | OT Hrs | 108.39      | \$0.00       |
| 2           | Operator (2ea.)    | 4.5        | ST Hrs | 71.54       | \$321.93     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 2.5        | ST Hrs | 44.90       | \$112.25     |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$587.26     |
| Markup 22%  |                    |            |        |             | \$129.20     |
| Subtotal    |                    |            |        |             | \$716.46     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Grout              | 2          | BAG         | 26.00       | \$52.00      |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$52.00      |
| Markup 15%     |                    |            |             |             | \$7.80       |
| Subtotal       |                    |            |             |             | \$59.80      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 2.5        | HRS         | 18.00       | \$45.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 2.5        | HRS         | 35.00       | \$87.50      |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$162.50     |
| Markup 15%      |                                  |            |             |             | \$24.38      |
| Subtotal        |                                  |            |             |             | \$186.88     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$963.13**



**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

Work Description: Grout 2 offset grade rings

Date(s) of Work: May 5, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman |            | ST Hrs | 76.54       | \$0.00       |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator (2ea.)    |            | ST Hrs | 71.54       | \$0.00       |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1.5        | ST Hrs | 44.90       | \$67.35      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$67.35      |
| Markup 22%  |                    |            |        |             | \$14.82      |
| Subtotal    |                    |            |        |             | \$82.17      |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Grout              | 2          | BAG         | 26.00       | \$52.00      |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$52.00      |
| Markup 15%     |                    |            |             |             | \$7.80       |
| Subtotal       |                    |            |             |             | \$59.80      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 2          | HRS         | 18.00       | \$36.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$36.00      |
| Markup 15%      |                                  |            |             |             | \$5.40       |
| Subtotal        |                                  |            |             |             | \$41.40      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             |              |
| 3                   |                    |            |             |             |              |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$183.37**

**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

Work Description: Modify, set and grout 3rd grade ring to curb forms

Date(s) of Work: May 8, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman |            | ST Hrs | 76.54       | \$0.00       |
|             |                    |            | OT Hrs | 108.39      | \$0.00       |
| 2           | Operator           | 2          | ST Hrs | 71.54       | \$143.08     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 0.5        | ST Hrs | 44.90       | \$22.45      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$165.53     |
| Markup 22%  |                    |            |        |             | \$36.42      |
| Subtotal    |                    |            |        |             | \$201.95     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Grout              | 1          | BAG         | 26.00       | \$26.00      |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$26.00      |
| Markup 15%     |                    |            |             |             | \$3.90       |
| Subtotal       |                    |            |             |             | \$29.90      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 2          | HRS         | 18.00       | \$36.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$66.00      |
| Markup 15%      |                                  |            |             |             | \$9.90       |
| Subtotal        |                                  |            |             |             | \$75.90      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$307.75**

**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

Work Description: Remove Hooded Pelican on CB2A & Replace w/ Grated Top

Date(s) of Work: April 27, 2016

**LABOR**

|                      | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|----------------------|------------|--------|-------------|--------------|
| 1 Supervisor/Foreman | 1          | ST Hrs | 76.54       | \$76.54      |
|                      |            | OT Hrs | 106.39      | \$0.00       |
| 2 Operator           | 1.5        | ST Hrs | 71.54       | \$107.31     |
|                      |            | OT Hrs | 98.22       | \$0.00       |
| 3 Laborer            | 3          | ST Hrs | 44.90       | \$134.70     |
|                      |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor          |            |        |             | \$318.55     |
| Markup 22%           |            |        |             | \$70.08      |
| Subtotal             |            |        |             | \$388.63     |

**MATERIAL**

|                | <u>Description</u>          | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|-----------------------------|------------|-------------|-------------|--------------|
| 1              | Return Hooded Pelican       | 1          | EA          | -467.00     | -\$467.00    |
| 2              | Restock Fee on Return (15%) | 1          | LS          | 70.05       | \$70.05      |
| 3              | 24" x 24" CB Top            | 1          | EA          | 95.00       | \$95.00      |
| 4              | 24" x 24" Grate             | 1          | EA          | 139.00      | \$139.00     |
| 5              | Grout                       | 1          | BAG         | 26.00       | \$26.00      |
| 6              |                             |            |             |             | \$0.00       |
| Total Material |                             |            |             |             | -\$136.95    |
| Markup 15%     |                             |            |             |             | -\$20.54     |
| Subtotal       |                             |            |             |             | -\$157.49    |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 2          | HRS         | 18.00       | \$36.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 1          | HRS         | 35.00       | \$35.00      |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$101.00     |
| Markup 15%      |                                  |            |             |             | \$15.15      |
| Subtotal        |                                  |            |             |             | \$116.15     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             |              |
| 3                   |                    |            |             |             |              |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$347.29 /EA**

**Work Change Directive No. 29**

**Issued By:** \_\_\_\_\_

**Effective Date:05/09/16**

**Date of Issuance: 05/09/16**

**Owner:** City of Newport

Owner's Contract No.:

**Contractor:** KSH Construction Co.

**Contractor's Project No.:**

**Engineer:** Civil West Engineering Services, Inc.

**Engineer's Project No.:** 2302-033

**Project:** City of Newport – Ferry Slip Road Improvements

**Contract Name:** Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please find the attached cost breakdown to grade the west side MUP from 32nd St. to Ash St. The proposed revisions include a meandering alignment with a varying width of the planter strip between 6' and 3' and a varying slope that switches back and forth between positive and negative. In addition, these revisions will require the re-adjustment of 2 MH's located in front of ODFW. This revision will require additional cost and time associated with layout, staking, calculating, and grading of both the subgrade and agg. base rock.

**Attachments:** *[List documents supporting change]*

## Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ **Necessity to proceed for schedule or other Project reasons.**

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

|                       |                    |                              |
|-----------------------|--------------------|------------------------------|
| <b>Contract Price</b> | <b>\$ 6,771.29</b> | <b>[increase] [decrease]</b> |
|-----------------------|--------------------|------------------------------|

|               |        |                       |
|---------------|--------|-----------------------|
| Contract Time | 2 days | [increase] [decrease] |
|---------------|--------|-----------------------|

**Basis of estimated change in Contract Price:**

☒ Lump Sum

☐ Unit Price


### Cost of the Work

☐ Other

**RECOMMENDED:**

**AUTHORIZED BY:**

RECEIVED:

By:   
Engineer (Authorized Signature)

By: Jayson Buchholz  
Owner (Authorized Signature)

By: Kelly H. Huxford  
Contractor (Authorized Signature)

**Title:** Aaron Collett (PE/PM)

**Title:** Mr. Jayson Buchholz – Senior Project Manager

Title: PRESIDENT

Date: 5-9-66

Date: 5.12.16

Date: 5-12-16

**Approved by Funding Agency (if applicable)**

**By:**

Date:

**Title:**

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Grade & Shape MUP with +/- Slopes and Varying Planter Strip Width

Date(s) of Work: TBD

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 6          | ST Hrs | 78.54       | \$459.24     |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator (2ea.)    | 32         | ST Hrs | 71.54       | \$2,289.28   |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer (2ea.)     | 32         | ST Hrs | 44.90       | \$1,436.80   |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$4,185.32   |
| Markup 22%  |                    |            |        |             | \$920.77     |
| Subtotal    |                    |            |        |             | \$5,106.09   |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 16         | HRS         | 18.00       | \$288.00     |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     | 8          | HRS         | 45.00       | \$360.00     |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 8          | HRS         | 30.00       | \$240.00     |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 16         | HRS         | 35.00       | \$560.00     |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
|                 | Cat CS433E Roller                | 8          | HRS         | 35.00       | \$280.00     |
|                 | Cat CS433E Roller (Standby)      |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$1,448.00   |
| Markup 15%      |                                  |            |             |             | \$217.20     |
| Subtotal        |                                  |            |             |             | \$1,665.20   |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             |              |
| 3                   |                    |            |             |             |              |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$6,771.29**

**Work Change Directive No. 30**

Issued By: \_\_\_\_\_ Effective Date: 05/09/16  
 Date of Issuance: 05/09/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Removal of the 1' riser on the 10' MH

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 555.63 [increase] [decrease].  
 Contract Time .12 days [Increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
 Engineer (Authorized Signature)

By:   
 Owner (Authorized Signature)

By:   
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)  
 Date: 5-9-16

Title: Mr. Jayson Buchholz – Senior Project Manager  
 Date: 5.12.16

Title: PRESIDENT  
 Date: 5-12-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Remove and Dispose of 1' Riser on 10' MH

Date(s) of Work: May 2, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 0.5        | ST Hrs | 76.54       | \$38.27      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator (2ea.)    | 2          | ST Hrs | 71.54       | \$143.08     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer (2ea.)     | 2          | ST Hrs | 44.90       | \$89.80      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$271.15     |
| Markup 22%  |                    |            |        |             | \$59.85      |
| Subtotal    |                    |            |        |             | \$330.80     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Disposal Fees      | 5          | TCY         | 2.50        | \$12.50      |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$12.50      |
| Markup 15%     |                    |            |             |             | \$1.88       |
| Subtotal       |                    |            |             |             | \$14.38      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1          | HRS         | 18.00       | \$18.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     | 1          | HRS         | 45.00       | \$45.00      |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$93.00      |
| Markup 15%      |                                  |            |             |             | \$13.95      |
| Subtotal        |                                  |            |             |             | \$106.95     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              | Solo               | 1          | 90.00       | \$90.00      |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$90.00      |
| Markup 15%     |                    |            |             | \$13.50      |
| Subtotal       |                    |            |             | \$103.50     |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             |              |
| 3                   |                    |            |             |             |              |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$555.63**

**Work Change Directive No. 31**

Issued By: \_\_\_\_\_ Effective Date: 05/09/16

Date of Issuance: 05/09/16

Owner: City of Newport Owner's Contract No.: \_\_\_\_\_

Contractor: KSH Construction Co. Contractor's Project No.: \_\_\_\_\_

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Removal of the existing ADA ramp on Ash Street (across from Safe Lock). Curb replacement and associated pathway to be paid under current bid items.

Attachments: [List documents supporting change]  
Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 465.69 [increase] [decrease].

Contract Time .12 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price
- ☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 5-9-16

Title: Mr. Jayson Buchholz – Senior Project Manager

Date: 5-12-16

Title: PRESIDENT

Date: 5-12-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Remove Exlst. ADA Ramp on Ash St.

Date(s) of Work: April 26, 2018

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 0.5        | ST Hrs | 76.54       | \$38.27      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 1          | ST Hrs | 71.54       | \$71.54      |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1.5        | ST Hrs | 44.90       | \$67.35      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$177.16     |
| Markup 22%  |                    |            |        |             | \$38.98      |
| Subtotal    |                    |            |        |             | \$216.14     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Disposal Fees      | 10         | TCY         | 2.50        | \$25.00      |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$25.00      |
| Markup 15%     |                    |            |             |             | \$3.75       |
| Subtotal       |                    |            |             |             | \$28.75      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1.5        | HRS         | 18.00       | \$27.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     | 1          | HRS         | 45.00       | \$45.00      |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$102.00     |
| Markup 15%      |                                  |            |             |             | \$15.30      |
| Subtotal        |                                  |            |             |             | \$117.30     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              | Solo               | 1          | 90.00       | \$90.00      |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$90.00      |
| Markup 15%     |                    |            |             | \$13.50      |
| Subtotal       |                    |            |             | \$103.50     |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$465.69**

\*\*\* REPLACEMENT OF CURB AND ASSOCIATED PATHWAY TO BE PAID UNDER CURRENT BID ITEMS.

**Work Change Directive No. 32**

Issued By: \_\_\_\_\_ Effective Date: 05/09/16

Date of Issuance: 05/09/16

Owner: City of Newport Owner's Contract No.: \_\_\_\_\_

Contractor: KSH Construction Co. Contractor's Project No.: \_\_\_\_\_

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Install mini catch basin in the gutter pan along the north side of 35<sup>th</sup> Street. Performed over multiple days.

|         |   |                 |
|---------|---|-----------------|
| 4/12/16 | Sawcut & Remove Conc. For mini CB and Assoc. Pipe                 | \$659.21        |
| 4/13/16 | Install mini CB, Connect to Exist. Storm, Install Pipe & Fittings | \$2,479.09      |
| 4/14/16 | Finish Backfill of Pipe and Fill Void with Grout                  | \$623.31        |
| 4/27/16 | Drill & Epoxy Rebar Dowels into Concrete                          | <u>\$170.72</u> |

Attachments: [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 3,932.32 [increase] [decrease].

Contract Time .1.25 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 5-9-16

Title: Mr. Jayson Buchholz – Senior  
Project Manager

Date: 5.12.16

Title: PRESIDENT

Date: 5-12-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

| Date    | Work Description  | Amount     |
|---------|---|------------|
| 4/12/16 | Sawcut & Remove Conc. For mini CB and Assoc. Pipe                 | \$659.21   |
| 4/13/16 | Install mini CB, Connect to Exist. Storm, Install Pipe & Fittings | \$2,479.09 |
| 4/14/16 | Finish Backfill of Pipe and Fill Void with Grout                  | \$623.31   |
| 4/27/16 | Drill & Epoxy Rebar Dowels into Concrete                          | \$170.72   |
|         |   | <hr/>      |
|         |   | \$3,932.32 |

**\*\*\* CONCRETE REPLACEMENT TO BE BILLED UNDER CURRENT BID ITEM FOR RES. D/W**

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Sawcut & Remove Conc. For mini CB and Assoc. Pipe

Date(s) of Work: April 12, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 1          | ST Hrs | 76.54       | \$76.54      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 3.5        | ST Hrs | 71.54       | \$250.39     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer (2 ea.)    | 3          | ST Hrs | 44.90       | \$134.70     |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$461.83     |
| Markup 22%  |                    |            |        |             | \$101.56     |
| Subtotal    |                    |            |        |             | \$563.19     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 3          | HRS         | 18.00       | \$54.00      |
| 2               | Pick-up w/ Small Tools           | 1          | HRS         | 12.00       | \$12.00      |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 0.5        | HRS         | 35.00       | \$17.50      |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$83.50      |
| Markup 15%      |                                  |            |             |             | \$12.53      |
| Subtotal        |                                  |            |             |             | \$96.03      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             |              |
| 3                   |                    |            |             |             |              |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$659.21**

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Install mini CB, Connect to Exist. Storm, Install Pipe & Fittings

Date(s) of Work: April 13, 2016

**LABOR**

|                      | Hrs |        | Rate   | Total    |
|----------------------|-----|--------|--------|----------|
| 1 Supervisor/Foreman |     | ST Hrs | 78.54  | \$0.00   |
|                      |     | OT Hrs | 106.39 | \$0.00   |
| 2 Operator           | 6.5 | ST Hrs | 71.54  | \$465.01 |
|                      |     | OT Hrs | 98.22  | \$0.00   |
| 3 Laborer            | 5.5 | ST Hrs | 44.90  | \$246.95 |
|                      |     | OT Hrs | 61.22  | \$0.00   |
| Total Labor          |     |        |        | \$711.96 |
| Markup 22%           |     |        |        | \$158.63 |
| Subtotal             |     |        |        | \$868.59 |

**MATERIAL**

|                | Description  | Qty | Unit | Rate   | Total      |
|----------------|--|-----|------|--------|------------|
| 1              | Misc. Fittings; St. Ells, Cap (see attached inv.)        | 1   | LS   | 102.97 | \$102.97   |
| 2              | Grout  | 1   | BAG  | 26.00  | \$26.00    |
| 3              | mini CB (see attached inv.)                              | 1   | LS   | 315.00 | \$315.00   |
| 4              | Pipe, Wyes, Fernco's, misc. Fittings (see attached inv.) | 1   | LS   | 649.46 | \$649.46   |
| 5              | 1"-0   | 1   | ton  | 15.50  | \$15.50    |
| Total Material |  |     |      |        | \$1,108.93 |
| Markup 15%     |  |     |      |        | \$166.34   |
| Subtotal       |  |     |      |        | \$1,275.27 |

**EQUIPMENT**

|                 | Description                      | Qty | Unit | Rate  | Total    |
|-----------------|----------------------------------|-----|------|-------|----------|
| 1               | KSH Service Truck w/ Small Tools | 5.5 | HRS  | 18.00 | \$99.00  |
| 2               | Pick-up w/ Small Tools           |     | HRS  | 12.00 | \$0.00   |
| 3               | Cat 314 Exc.                     |     | HRS  | 45.00 | \$0.00   |
| 4               | Cat 314 Exc. (STANDBY)           |     | HRS  | 35.00 | \$0.00   |
| 5               | Cat 420 Backhoe                  |     | HRS  | 30.00 | \$0.00   |
| 6               | Cat 420 Backhoe (Standby)        |     | HRS  | 15.00 | \$0.00   |
| 7               | Cat 304 Mini Exc                 | 5.5 | HRS  | 35.00 | \$192.50 |
| 8               | Cat 304 Mini Exc (Standby)       |     | HRS  | 20.00 | \$0.00   |
| Total Equipment |                                  |     |      |       | \$291.50 |
| Markup 15%      |                                  |     |      |       | \$43.73  |
| Subtotal        |                                  |     |      |       | \$335.23 |

**TRUCKING**

|                | Description | Hrs | Rate | Total  |
|----------------|-------------|-----|------|--------|
| 1              |             |     |      | \$0.00 |
| 2              |             |     |      | \$0.00 |
| 3              |             |     |      | \$0.00 |
| Total Trucking |             |     |      | \$0.00 |
| Markup 15%     |             |     |      | \$0.00 |
| Subtotal       |             |     |      | \$0.00 |

**SUBCONTRACTOR**

|                     | Description | Qty | Unit | Rate | Total  |
|---------------------|-------------|-----|------|------|--------|
| 1                   |             |     |      |      | \$0.00 |
| 2                   |             |     |      |      | \$0.00 |
| 3                   |             |     |      |      | \$0.00 |
| Total Subcontractor |             |     |      |      | \$0.00 |
| Markup 10%          |             |     |      |      | \$0.00 |
| Subtotal            |             |     |      |      | \$0.00 |

**GRAND TOTAL      \$2,479.09**

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Finish Backfill of Pipe and Fill Void with Grout

Date(s) of Work: April 14, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman |            | ST Hrs | 76.54       | \$0.00       |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 2          | ST Hrs | 71.54       | \$143.08     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 3.5        | ST Hrs | 44.90       | \$157.15     |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$300.23     |
| Markup 22%  |                    |            |        |             | \$66.05      |
| Subtotal    |                    |            |        |             | \$366.28     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Grout              | 5          | BAG         | 26.00       | \$130.00     |
| 2              | 1"-0               | 1          | ton         | 15.50       | \$15.50      |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 7              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$145.50     |
| Markup 15%     |                    |            |             |             | \$21.83      |
| Subtotal       |                    |            |             |             | \$167.33     |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 3.5        | HRS         | 18.00       | \$63.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 0.5        | HRS         | 30.00       | \$15.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$78.00      |
| Markup 15%      |                                  |            |             |             | \$11.70      |
| Subtotal        |                                  |            |             |             | \$89.70      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             |              |
| 3                   |                    |            |             |             |              |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$623.31**

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Drill & Epoxy Rebar Dowels into Concrete

Date(s) of Work: April 27, 2016

**LABOR**

|   |                    | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|---|--------------------|------------|-------------|--------------|
| 1 | Supervisor/Foreman | ST Hrs     | 76.54       | \$0.00       |
|   |                    | OT Hrs     | 106.39      | \$0.00       |
| 2 | Operator           | ST Hrs     | 71.54       | \$0.00       |
|   |                    | OT Hrs     | 98.22       | \$0.00       |
| 3 | Laborer            | 1.5        | ST Hrs      | 44.90        |
|   |                    |            | OT Hrs      | 61.22        |
|   |                    |            |             | \$0.00       |
|   | Total Labor        |            |             | \$67.35      |
|   | Markup 22%         |            |             | \$14.82      |
|   | Subtotal           |            |             | \$82.17      |

**MATERIAL**

|   | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---|--------------------|------------|-------------|-------------|--------------|
| 1 | 2 Part Epoxy       | 1          | EA          | 50.00       | \$50.00      |
| 2 |                    |            |             |             | \$0.00       |
| 3 |                    |            |             |             | \$0.00       |
| 4 |                    |            |             |             | \$0.00       |
| 7 |                    |            |             |             | \$0.00       |
|   | Total Material     |            |             |             | \$50.00      |
|   | Markup 15%         |            |             |             | \$7.50       |
|   | Subtotal           |            |             |             | \$57.50      |

**EQUIPMENT**

|   | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---|----------------------------------|------------|-------------|-------------|--------------|
| 1 | KSH Service Truck w/ Small Tools | 1.5        | HRS         | 18.00       | \$27.00      |
| 2 | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3 | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4 | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5 | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 6 | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7 | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8 | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
|   | Total Equipment                  |            |             |             | \$27.00      |
|   | Markup 15%                       |            |             |             | \$4.05       |
|   | Subtotal                         |            |             |             | \$31.05      |

**TRUCKING**

|   | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|---|--------------------|------------|-------------|--------------|
| 1 |                    |            |             | \$0.00       |
| 2 |                    |            |             | \$0.00       |
| 3 |                    |            |             | \$0.00       |
|   | Total Trucking     |            |             | \$0.00       |
|   | Markup 15%         |            |             | \$0.00       |
|   | Subtotal           |            |             | \$0.00       |

**SUBCONTRACTOR**

|   | <u>Description</u>  | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---|---------------------|------------|-------------|-------------|--------------|
| 1 |                     |            |             |             | \$0.00       |
| 2 |                     |            |             |             |              |
| 3 |                     |            |             |             |              |
|   | Total Subcontractor |            |             |             | \$0.00       |
|   | Markup 10%          |            |             |             | \$0.00       |
|   | Subtotal            |            |             |             | \$0.00       |

**GRAND TOTAL      \$170.72**

**Work Change Directive No. 33**

**Issued By:** \_\_\_\_\_ **Effective Date:** 05/09/16  
**Date of Issuance:** 05/09/16  
**Owner:** City of Newport **Owner's Contract No.:**  
**Contractor:** KSH Construction Co. **Contractor's Project No.:**  
**Engineer:** Civil West Engineering Services, Inc. **Engineer's Project No.:** 2302-033  
**Project:** City of Newport – Ferry Slip Road Improvements **Contract Name:** Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Time to rework commercial driveways along west side of Ferry Slip per City direction.

**Attachments:** [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**
**Contract Price** \$ 738.23 [increase] [decrease].

**Contract Time** .025 days [increase] [decrease].

**Basis of estimated change in Contract Price:**
☒ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**
**By:**   
 Engineer (Authorized Signature)

**By:**   
 Owner (Authorized Signature)

**By:**   
 Contractor (Authorized Signature)

**Title:** Aaron Collett (PE/PM)

**Title:** Mr. Jayson Buchholz – Senior Project Manager

**Title:** PRESIDENT

**Date:** 5-9-16

**Date:** 5-12-16

**Date:** 5-12-16

Approved by Funding Agency (if applicable)

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_



# **KSH CONSTRUCTION CO.** CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Re-Do Commercial D/W's on West Side of Ferry Slip

Date(s) of Work: May 3, 2016

## **LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 0.5        | ST Hrs | 76.54       | \$38.27      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 1.5        | ST Hrs | 71.54       | \$107.31     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer (2ea.)     | 3          | ST Hrs | 44.90       | \$134.70     |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$280.28     |
| Markup 22%  |                    |            |        |             | \$61.66      |
| Subtotal    |                    |            |        |             | \$341.94     |

## **MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

## **EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1.5        | HRS         | 18.00       | \$27.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 5               | Cat 304 Mini Exc                 | 1.5        | HRS         | 35.00       | \$52.50      |
| 6               |                                  |            | HRS         |             | \$0.00       |
| Total Equipment |                                  |            |             |             | \$79.50      |
| Markup 15%      |                                  |            |             |             | \$11.93      |
| Subtotal        |                                  |            |             |             | \$91.43      |

## **TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

## **SUBCONTRACTOR**

|                     | <u>Description</u>                         | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--|------------|-------------|-------------|--------------|
| 1                   | AB Utility (\$60.25/hr x 4men x 1hr x 15%) | 1          | LS          | 277.15      | \$277.15     |
| 2                   |  |            |             |             |              |
| 3                   |  |            |             |             |              |
| Total Subcontractor |  |            |             |             | \$277.15     |
| Markup 10%          |  |            |             |             | \$27.72      |
| Subtotal            |  |            |             |             | \$304.87     |

**GRAND TOTAL      \$738.23**



|   |   |
|---|---|
| <b>Work Change Directive No. 34</b>                     |   |
| Issued By: _____  | Effective Date: 05/09/16 <i>update</i>      |
| Date of Issuance: 05/09/16                              |   |
| Owner: City of Newport                                  | Owner's Contract No.:                       |
| Contractor: KSH Construction Co.                        | Contractor's Project No.:                   |
| Engineer: Civil West Engineering Services, Inc.         | Engineer's Project No.: 2302-033            |
| Project: City of Newport - Ferry Slip Road Improvements | Contract Name: Ferry Slip Road Improvements |

Contractor is directed to proceed promptly with the following change(s):  
Construct ADA ramp on SW corner of 35<sup>th</sup> & Ferry Slip with 6" reinforced concrete over 4" aggregate base. Truncated domes to be included under separate bid item.

Attachments: [List documents supporting change]  
Contractor pricing backup

**Purpose for Work Change Directive:**  
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

|                |  |                        |
|----------------|--|------------------------|
| Contract Price | \$ <del>1,412.80</del> <b>\$1,079.29</b> | [Increase] [decrease]. |
| Contract Time  | .1 days                                  | [Increase] [decrease]. |

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

**RECOMMENDED BY:** *Aaron Collett* **AUTHORIZED BY:** *Jayson Buchholz* **RECEIVED:** *Kelly Huggins*

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_

Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

**Title:** Aaron Collett (PE/PM) **Title:** Mr. Jayson Buchholz - Senior **Title:** **PRESIDENT**

**Date:** 5-9-16 **Date:** 7.5.16 **Date:** 7-7-16

Approved by Funding Agency (If applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



Work Change Directive No. 34

Issued By: \_\_\_\_\_

Effective Date: 05/09/16

Update

Date of Issuance: 05/09/16

Owner: City of Newport

Owner's Contract No.:

Contractor: KSH Construction Co.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements

Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**Construct ADA ramp on SW corner of 35<sup>th</sup> & Ferry Slip with 6" reinforced concrete over 4" aggregate base. Truncated domes to be included under separate bid item.

Attachments: [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.☒ Necessity to proceed for schedule or other Project reasons.**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**Contract Price \$ ~~1,413.80~~ **\$1,079.29** [Increase] [decrease].Contract Time .1 days **also Call** [Increase] [decrease].

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized Signature)By:   
Owner (Authorized Signature)By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Mr. Jayson Buchholz – Senior

Date: 5-9-16

Title: Project Manager

Date: 7.5.16

Title:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

EJCDC® C-948, Work Change Directive.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 2

34

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Construct ADA Ramp - 6" Thick w/ Rebar 12" O.C. E/W over 4" Agg. Base (SF unit price)

Date(s) of Work: TBD

**LABOR**

|             |                     | Hrs |        | Rate   | Total    |
|-------------|---------------------|-----|--------|--------|----------|
| 1           | Supervision/Foreman | 0.5 | ST Hrs | 78.54  | \$38.27  |
|             |                     |     | OT Hrs | 108.39 | \$0.00   |
| 2           | Operator            | 1   | ST Hrs | 71.54  | \$71.54  |
|             |                     |     | OT Hrs | 98.22  | \$0.00   |
| 3           | Laborer (2 ea.)     | 2   | ST Hrs | 44.90  | \$89.80  |
|             |                     |     | OT Hrs | 61.22  | \$0.00   |
| Total Labor |                     |     |        |        | \$199.61 |
| Markup 22%  |                     |     |        |        | \$43.91  |
| Subtotal    |                     |     |        |        | \$243.52 |

**MATERIAL**

|                | Description | Qty | Unit | Rate  | Total   |
|----------------|-------------|-----|------|-------|---------|
| 1              | 1"-0        | 2   | ton  | 15.50 | \$31.00 |
| 2              |             |     |      |       | \$0.00  |
| 3              |             |     |      |       | \$0.00  |
| 4              |             |     |      |       | \$0.00  |
| 5              |             |     |      |       | \$0.00  |
| 6              |             |     |      |       | \$0.00  |
| Total Material |             |     |      |       | \$31.00 |
| Markup 15%     |             |     |      |       | \$4.65  |
| Subtotal       |             |     |      |       | \$35.65 |

**EQUIPMENT**

|                 | Description                      | Qty | Unit | Rate  | Total   |
|-----------------|----------------------------------|-----|------|-------|---------|
| 1               | KSH Service Truck w/ Small Tools | 1   | HRS  | 18.00 | \$18.00 |
| 2               | Pick-up w/ Small Tools           |     | HRS  | 12.00 | \$0.00  |
| 3               | Cat 314 Exc.                     |     | HRS  | 45.00 | \$0.00  |
| 4               | Cat 314 Exc. (STANDBY)           |     | HRS  | 35.00 | \$0.00  |
| 5               | Cat 420 Backhoe                  | 1   | HRS  | 30.00 | \$30.00 |
| 6               | Cat 420 Backhoe (Standby)        |     | HRS  | 15.00 | \$0.00  |
| 7               | Cat 304 Mini Exc                 | 1   | HRS  | 35.00 | \$35.00 |
| 8               | Cat 304 Mini Exc (Standby)       |     | HRS  | 20.00 | \$0.00  |
| Total Equipment |                                  |     |      |       | \$83.00 |
| Markup 15%      |                                  |     |      |       | \$12.45 |
| Subtotal        |                                  |     |      |       | \$95.45 |

**TRUCKING**

|                | Description | Hrs | Rate | Total  |
|----------------|-------------|-----|------|--------|
| 1              |             |     |      | \$0.00 |
| 2              |             |     |      | \$0.00 |
| 3              |             |     |      | \$0.00 |
| Total Trucking |             |     |      | \$0.00 |
| Markup 15%     |             |     |      | \$0.00 |
| Subtotal       |             |     |      | \$0.00 |

**SUBCONTRACTOR**

|                     | Description               | Qty | Unit | Rate  | Total      |
|---------------------|---------------------------|-----|------|-------|------------|
| 1                   | AB Utility (see attached) | 85  | SF   | 11.32 | \$962.20   |
| 2                   |                           |     |      |       |            |
| 3                   |                           |     |      |       |            |
| Total Subcontractor |                           |     |      |       | \$962.20   |
| Markup 10%          |                           |     |      |       | \$76.98    |
| Subtotal            |                           |     |      |       | \$1,039.18 |

**GRAND TOTAL** \$1,413.60

**\$18.63 /SF**

== DOES NOT INCLUDE COST OF TRUNCATED DOME

64.95F  
\$1,079.29

**Work Change Directive No. 34**

Issued By: \_\_\_\_\_ Effective Date: 05/09/16  
 Date of Issuance: 05/09/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Construct ADA ramp on SW corner of 35<sup>th</sup> & Ferry Slip with 6" reinforced concrete over 4" aggregate base. Truncated domes to be included under separate bid item.

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,413.80 [increase] [decrease].  
 Contract Time .1 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
 Engineer (Authorized Signature)

By:   
 Owner (Authorized Signature)

Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)  
 Date: 5-9-16

Title: Mr. Jayson Buchholz – Senior  
 Date: 6-27-16  
 Project Manager

Title:  
 Date:

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Construct ADA Ramp - 6" Thick w/ Rebar 12" O.C. E/W over 4" Agg. Base (SF unit price)

Date(s) of Work: TBD

**LABOR**

|             |                    | Hrs |        | Rate   | Total    |
|-------------|--------------------|-----|--------|--------|----------|
| 1           | Supervisor/Foreman | 0.6 | ST Hrs | 76.54  | \$38.27  |
|             |                    |     | OT Hrs | 108.39 | \$0.00   |
| 2           | Operator           | 1   | ST Hrs | 71.54  | \$71.54  |
|             |                    |     | OT Hrs | 98.22  | \$0.00   |
| 3           | Laborer (2 ea.)    | 2   | ST Hrs | 44.90  | \$89.80  |
|             |                    |     | OT Hrs | 61.22  | \$0.00   |
| Total Labor |                    |     |        |        | \$198.61 |
| Markup 22%  |                    |     |        |        | \$43.91  |
| Subtotal    |                    |     |        |        | \$243.52 |

**MATERIAL**

|                | Description | Qty | Unit | Rate  | Total   |
|----------------|-------------|-----|------|-------|---------|
| 1              | 1"-0        | 2   | ton  | 15.50 | \$31.00 |
| 2              |             |     |      |       | \$0.00  |
| 3              |             |     |      |       | \$0.00  |
| 4              |             |     |      |       | \$0.00  |
| 5              |             |     |      |       | \$0.00  |
| 6              |             |     |      |       | \$0.00  |
| Total Material |             |     |      |       | \$31.00 |
| Markup 15%     |             |     |      |       | \$4.65  |
| Subtotal       |             |     |      |       | \$35.65 |

**EQUIPMENT**

|                 | Description                      | Qty | Unit | Rate  | Total   |
|-----------------|----------------------------------|-----|------|-------|---------|
| 1               | KSH Service Truck w/ Small Tools | 1   | HRS  | 18.00 | \$18.00 |
| 2               | Pick-up w/ Small Tools           |     | HRS  | 12.00 | \$0.00  |
| 3               | Cat 314 Exc.                     |     | HRS  | 45.00 | \$0.00  |
| 4               | Cat 314 Exc. (STANDBY)           |     | HRS  | 35.00 | \$0.00  |
| 5               | Cat 420 Backhoe                  | 1   | HRS  | 30.00 | \$30.00 |
| 6               | Cat 420 Backhoe (Standby)        |     | HRS  | 15.00 | \$0.00  |
| 7               | Cat 304 Mini Exc                 | 1   | HRS  | 35.00 | \$35.00 |
| 8               | Cat 304 Mini Exc (Standby)       |     | HRS  | 20.00 | \$0.00  |
| Total Equipment |                                  |     |      |       | \$83.00 |
| Markup 15%      |                                  |     |      |       | \$12.45 |
| Subtotal        |                                  |     |      |       | \$95.45 |

**TRUCKING**

|                | Description | Hrs | Rate | Total  |
|----------------|-------------|-----|------|--------|
| 1              |             |     |      | \$0.00 |
| 2              |             |     |      | \$0.00 |
| 3              |             |     |      | \$0.00 |
| Total Trucking |             |     |      | \$0.00 |
| Markup 15%     |             |     |      | \$0.00 |
| Subtotal       |             |     |      | \$0.00 |

**SUBCONTRACTOR**

|                     | Description               | Qty | Unit | Rate  | Total      |
|---------------------|---------------------------|-----|------|-------|------------|
| 1                   | AB Utility (see attached) | 85  | SF   | 11.32 | \$962.20   |
| 2                   |                           |     |      |       |            |
| 3                   |                           |     |      |       |            |
| Total Subcontractor |                           |     |      |       | \$962.20   |
| Markup 10%          |                           |     |      |       | \$76.98    |
| Subtotal            |                           |     |      |       | \$1,039.18 |

**GRAND TOTAL \$1,413.80**

**\$16.63 /SF**

\*\*\* DOES NOT INCLUDE COST OF TRUNCATED DOMES

**Interest charged on overdue accounts @ 1.5% per month. We are an equal opportunity employer.**



**Work Change Directive No. 35**

Issued By: \_\_\_\_\_ Effective Date: 05/23/16

Date of Issuance: 05/23/16

Owner: City of Newport Owner's Contract No.:

Contractor: KSH Construction Co. Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Provide and install a Type III barricade at the end of Chestnut. To be 8-feet wide and meet requirements of attached detail.

Attachments: [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,428.59 [increase] [decrease].

Contract Time .0 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 5-23-16

Title: Mr. Jayson Buchholz – Senior Project Manager

Date: 5-26-16

Title: PRESIDENT

Date: 5-27-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Install Permanent TypeIII Barricade at end of Chestnut

Date(s) of Work: TBD

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 0.5        | ST Hrs | 76.54       | \$38.27      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           |            | ST Hrs | 71.54       | \$0.00       |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            |            | ST Hrs | 44.90       | \$0.00       |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$38.27      |
| Markup 22%  |                    |            |        |             | \$8.42       |
| Subtotal    |                    |            |        |             | \$46.69      |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools |            | HRS         | 18.00       | \$0.00       |
| 2               | Pick-up w/ Small Tools           | 0.5        | HRS         | 12.00       | \$6.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$6.00       |
| Markup 15%      |                                  |            |             |             | \$0.90       |
| Subtotal        |                                  |            |             |             | \$6.90       |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u>           | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|------------------------------|------------|-------------|-------------|--------------|
| 1                   | 4S Sign (see attached quote) | 1          | LS          | 1,250.00    | \$1,250.00   |
| 2                   |                              |            |             |             | \$0.00       |
| 3                   |                              |            |             |             | \$0.00       |
| 4                   |                              |            |             |             | \$0.00       |
| 5                   |                              |            |             |             | \$0.00       |
| Total Subcontractor |                              |            |             |             | \$1,250.00   |
| Markup 10%          |                              |            |             |             | \$125.00     |
| Subtotal            |                              |            |             |             | \$1,375.00   |

**GRAND TOTAL      \$1,428.59**

# 4S Sign, LLC



30255 Hwy 34  
Albany, OR 97321  
(541) 928-5858

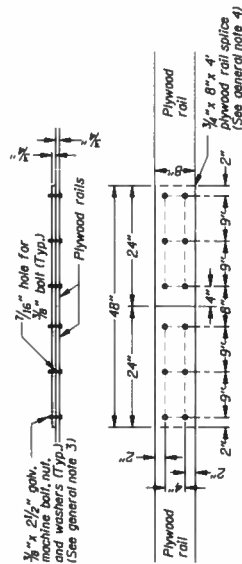
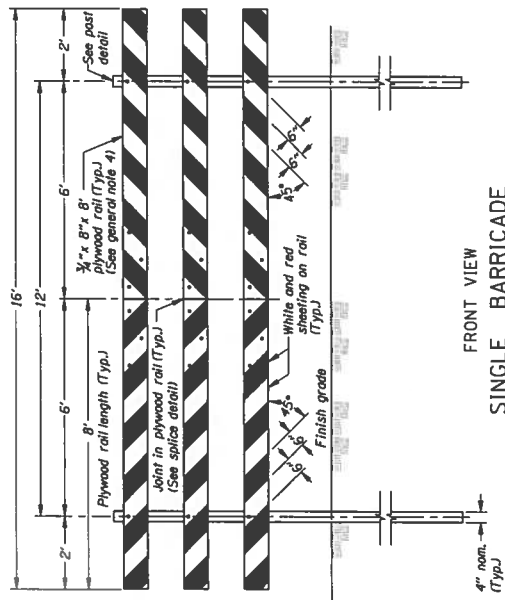
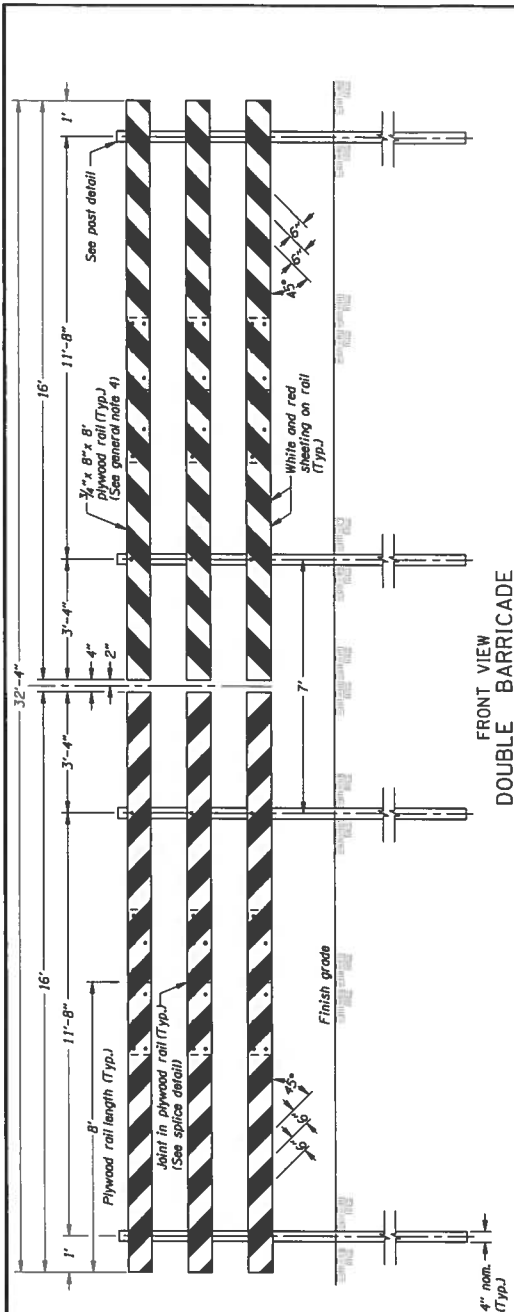
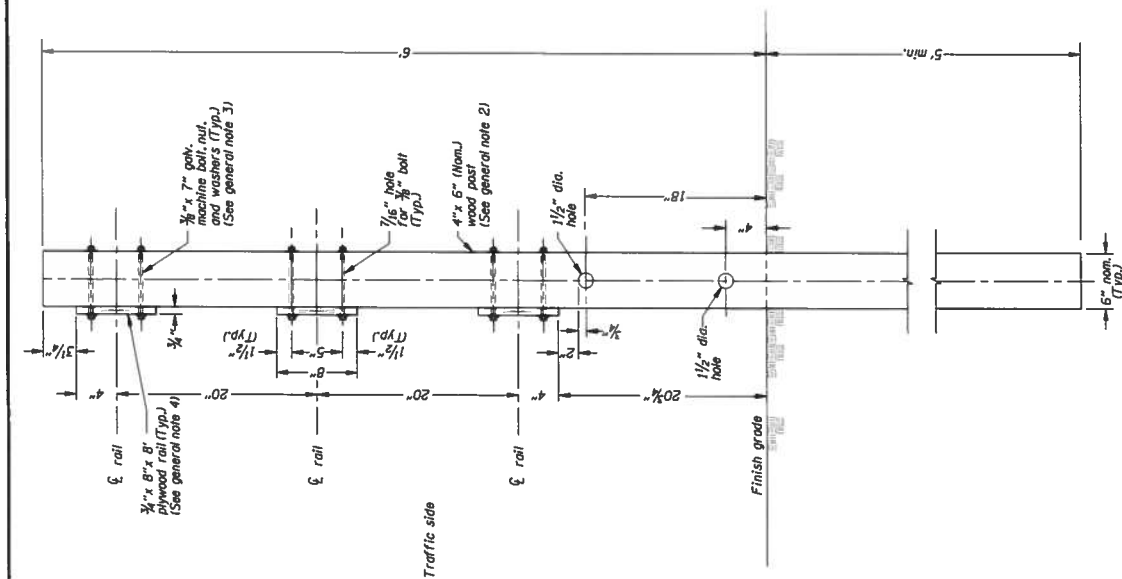
## Quote

| Date     | Quote # |
|----------|---------|
| 5/6/2016 | 44776   |

| Name / Address                                       |
|--|
| KSH Construction<br>PO Box 21431<br>Keizer, OR 97307 |

| Rep | Project |
|-----|---------|
| BWJ |         |

| Description  | Qty | Total             |
|--|-----|-------------------|
| Permanent Road Closure Barricade Newport,OR<br>8' Type III Permanent Road Closure Barricade<br>3/4" MDO Plywood / High Intensity White & Red Reflective Sheeting<br>2 4 x 6 x 11' Pressure Treated Posts to ODOT Spec.<br>3/8" x 7" galv. bolts,nut and washers<br>Install in Newport,OR | 1   | 1,250.00          |
| <b>Total</b>   |     | <b>\$1,250.00</b> |



DET1100

21-APR-2010 del1100.dgn

NOTES TO DESIGNER:

- GENERAL NOTES FOR ALL DETAILS:**
1. Wood spooling shall not be less than 7" center to center.
  2. Wood post shall comply with the requirements for wood post sign supports per *arg. no. TM670*.
  3. Bolt, nuts & washers shall comply with the requirements for sign attachments per *arg. no. TM676*.
  4. Plywood rails & splices shall comply with the requirements for permanent signing plywood.

*The selection and use of this detail, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.*

**T** OREGON DEPARTMENT OF TRANSPORTATION  
TECHNICAL SERVICES

**PERMANENT**

ROAD CLOSURE BARRICADES

DETAIL NO.

DET1100

**Work Change Directive No. 36**

Issued By: \_\_\_\_\_ Effective Date: 05/23/16  
 Date of Issuance: 05/23/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Sawcut & remove additional AC at the SW corner of 32<sup>nd</sup> and Ferry Slip to create sufficient room for curb.

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 726.72 [increase] [decrease].  
 Contract Time .0 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
 Engineer (Authorized Signature)

By:   
 Owner (Authorized Signature)

By:   
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 5-27-16

Title: Mr. Jayson Buchholz – Senior  
 Project Manager

Date: 5.26.16

Title: PRESIDENT

Date: 5-27-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Sawcut & Remove Add'l A.C. at SW Corner of 32nd St. (Layout, Cut, Removal)

Date(s) of Work: April 26, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 0.5        | ST Hrs | 76.54       | \$38.27      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 1.5        | ST Hrs | 71.54       | \$107.31     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1.5        | ST Hrs | 44.90       | \$67.35      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$212.93     |
| Markup 22%  |                    |            |        |             | \$46.84      |
| Subtotal    |                    |            |        |             | \$259.77     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1.5        | HRS         | 18.00       | \$27.00      |
| 2               | Pick-up w/ Small Tools           | 0.5        | HRS         | 12.00       | \$6.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 1          | HRS         | 35.00       | \$35.00      |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$98.00      |
| Markup 15%      |                                  |            |             |             | \$14.70      |
| Subtotal        |                                  |            |             |             | \$112.70     |

**TRUCKING**

|                | <u>Description</u>          | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|-----------------------------|------------|-------------|--------------|
| 1              | Solo Dump Truck (Haul Away) | 0.5        | 90.00       | \$45.00      |
| 2              |                             |            |             | \$0.00       |
| 3              |                             |            |             | \$0.00       |
| Total Trucking |                             |            |             | \$45.00      |
| Markup 15%     |                             |            |             | \$6.75       |
| Subtotal       |                             |            |             | \$51.75      |

**SUBCONTRACTOR**

|                     | <u>Description</u>                      | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|---|------------|-------------|-------------|--------------|
| 1                   | Columbia Concrete Sawing (see attached) | 1          | LS          | 275.00      | \$275.00     |
| 2                   |   |            |             |             | \$0.00       |
| 3                   |   |            |             |             | \$0.00       |
| 4                   |   |            |             |             | \$0.00       |
| 5                   |   |            |             |             | \$0.00       |
| Total Subcontractor |   |            |             |             | \$275.00     |
| Markup 10%          |   |            |             |             | \$27.50      |
| Subtotal            |   |            |             |             | \$302.50     |

**GRAND TOTAL      \$726.72**



Columbia Concrete Sawing  
5462 SW Philomath Blvd  
Corvallis OR 97333  
541-758-5069

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 4/29/2016 | 52171     |

Bill To:

KSH Construction  
PO Box 21431  
Keizer OR 97307

Work Location:

32nd & Ferry

| P.O. #       | Terms       | Due Date  | Work Date |
|--------------|-------------|-----------|-----------|
| Verbal Kelly | Net 30 Days | 5/29/2016 | 4/26/2016 |

| Description of Work  | Amount |
|--|--------|
| Cut concrete   | 275.00 |
| <div data-bbox="189 1646 681 1684" data-label="Text"> <p>We accept Visa and Mastercard Payments</p> </div> |        |
| <div data-bbox="1010 1742 1479 1787" data-label="Text"> <p><b>Total</b> \$275.00</p> </div>                |        |

Please write your invoice # on your check. Call Sandra @ 541-758-5069 with any questions you may have about this bill. A finance charge of 1.50% per month (annual rate of 18%) may be added to balances over 30 days. - [sandra@columbiaconcretesawing.com](mailto:sandra@columbiaconcretesawing.com)

**Work Change Directive No. 37**

Issued By: \_\_\_\_\_ Effective Date: 05/23/16  
 Date of Issuance: 05/23/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Expose, raise, adjust, and set a sanitary cleanout at the driveway of the SB Church. This cleanout was discovered some time ago while removing the existing AC of the Church driveway. It was later determined by the City that the cleanout was indeed active, functional, and necessary. Therefore, KSH raised, adjusted, and set the cleanout to finish grade of the new AC driveway.

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 387.06 [increase] [~~decrease~~].  
 Contract Time ..25 days [increase] [~~decrease~~].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
 Engineer (Authorized Signature)

By:   
 Owner (Authorized Signature)

By:   
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)  
 Date: 5-24-16

Title: Mr. Jayson Buchholz – Senior Project Manager  
 Date: 5-26-16

Title: PRESIDENT  
 Date: 5-27-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Expose, Raise & Adjust Buried Sanitary Cleanout at SB Church Driveway

Date(s) of Work: May 12, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 0.5        | ST Hrs | 76.54       | \$38.27      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator (2 ea.)   | 0.5        | ST Hrs | 71.54       | \$35.77      |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1.5        | ST Hrs | 44.90       | \$67.35      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$141.39     |
| Markup 22%  |                    |            |        |             | \$31.11      |
| Subtotal    |                    |            |        |             | \$172.50     |

**MATERIAL**

|                | <u>Description</u>  | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|---------------------|------------|-------------|-------------|--------------|
| 1              | 8" Riser Pipe       | 1          | LS          | no charge   | \$0.00       |
| 2              | 15" Pipe for Sleeve | 1          | LS          | 153.58      | \$153.58     |
| 3              |                     |            |             |             | \$0.00       |
| 4              |                     |            |             |             | \$0.00       |
| 5              |                     |            |             |             | \$0.00       |
| Total Material |                     |            |             |             | \$153.58     |
| Markup 15%     |                     |            |             |             | \$23.04      |
| Subtotal       |                     |            |             |             | \$176.62     |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1.5        | HRS         | 18.00       | \$27.00      |
| 2               | Pick-up w/ Small Tools           | 0.5        | HRS         | 12.00       | \$6.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat CS433E Roller                |            | HRS         | 35.00       | \$0.00       |
| 6               | KSH 2000 Gal. Water Truck        |            | HRS         | 35.00       | \$0.00       |
| 7               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 8               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 9               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 10              | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$33.00      |
| Markup 15%      |                                  |            |             |             | \$4.95       |
| Subtotal        |                                  |            |             |             | \$37.95      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| 4                   |                    |            |             |             | \$0.00       |
| 5                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$387.06**



**Work Change Directive No. 38**

Issued By: \_\_\_\_\_ Effective Date: 05/23/16

Date of Issuance: 05/23/16

Owner: City of Newport Owner's Contract No.: \_\_\_\_\_

Contractor: KSH Construction Co. Contractor's Project No.: \_\_\_\_\_

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Extend the AC parking pad at the Community Center.

Attachments: [List documents supporting change]  
Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,302.23 [increase] [decrease].


Contract Time .5 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Title: Mr. Jayson Buchholz – Senior Project Manager

Title: PRESIDENT

Date: 5-24-16

Date: 5-26-16

Date: 5-27-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Extend Community Center AC Pad

Date(s) of Work: 5/12/2016 & 5/13/16

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 1.25       | ST Hrs | 76.54       | \$95.68      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator (2 ea.)   | 2.5        | ST Hrs | 71.54       | \$178.85     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1.25       | ST Hrs | 44.90       | \$56.13      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$330.65     |
| Markup 22%  |                    |            |        |             | \$72.74      |
| Subtotal    |                    |            |        |             | \$403.39     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | 1"-0               | 2          | ton         | 15.50       | \$31.00      |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$31.00      |
| Markup 15%     |                    |            |             |             | \$4.65       |
| Subtotal       |                    |            |             |             | \$35.65      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1.25       | HRS         | 18.00       | \$22.50      |
| 2               | Pick-up w/ Small Tools           | 1.25       | HRS         | 12.00       | \$15.00      |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat CS433E Roller                | 1.25       | HRS         | 35.00       | \$43.75      |
| 6               | KSH 2000 Gal. Water Truck        | 1.25       | HRS         | 35.00       | \$43.75      |
| 7               | Cat 420 Backhoe                  | 1.25       | HRS         | 30.00       | \$37.50      |
| 8               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 9               | Cat 304 Mini Exc                 | 1.25       | HRS         | 35.00       | \$43.75      |
| 10              | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$206.25     |
| Markup 15%      |                                  |            |             |             | \$30.94      |
| Subtotal        |                                  |            |             |             | \$237.19     |

**TRUCKING**

|                | <u>Description</u>          | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|-----------------------------|------------|-------------|--------------|
| 1              | Solo Dump Truck (Haul Away) | 1          | 90.00       | \$90.00      |
| 2              |                             |            |             | \$0.00       |
| 3              |                             |            |             | \$0.00       |
| Total Trucking |                             |            |             | \$90.00      |
| Markup 15%     |                             |            |             | \$13.50      |
| Subtotal       |                             |            |             | \$103.50     |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   | Road & Driveway    | 1          | LS          | 475.00      | \$475.00     |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| 4                   |                    |            |             |             | \$0.00       |
| 5                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$475.00     |
| Markup 10%          |                    |            |             |             | \$47.50      |
| Subtotal            |                    |            |             |             | \$522.50     |

**GRAND TOTAL      \$1,302.23**

**Work Change Directive No. 39**

Issued By: \_\_\_\_\_ Effective Date: 05/23/16

Date of Issuance: 05/23/16

Owner: City of Newport Owner's Contract No.:

Contractor: KSH Construction Co. Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Adjust drainage near north end of MUP at Marine Science Drive.

Attachments: [List documents supporting change]  
Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**


Contract Price \$ 3,271.28 [increase] [decrease].

Contract Time ..75 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price
- ☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Mr. Jayson Buchholz – Senior

Title: Aaron Collett (PE/PM)  
Date: 5-28-16

Title: Project Manager  
Date: 5.26.16

Title: PRESIDENT  
Date: 5-27-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Correct MUP Drainage at Connection to Marine Science Dr.

Date(s) of Work: 5/12/2016 & 5/13/16

**LABOR**

|             |                    | Hrs |        | Rate   | Total    |
|-------------|--------------------|-----|--------|--------|----------|
| 1           | Supervisor/Foreman | 1.5 | ST Hrs | 76.54  | \$114.81 |
|             |                    |     | OT Hrs | 106.39 | \$0.00   |
| 2           | Operator (2 ea.)   | 6   | ST Hrs | 71.54  | \$429.24 |
|             |                    |     | OT Hrs | 98.22  | \$0.00   |
| 3           | Laborer            | 3   | ST Hrs | 44.90  | \$134.70 |
|             |                    |     | OT Hrs | 61.22  | \$0.00   |
| Total Labor |                    |     |        |        | \$678.75 |
| Markup 22%  |                    |     |        |        | \$149.33 |
| Subtotal    |                    |     |        |        | \$828.08 |

**MATERIAL**

|                | Description | Qty | Unit | Rate  | Total   |
|----------------|-------------|-----|------|-------|---------|
| 1              | 1"-0        | 2   | ton  | 15.50 | \$31.00 |
| 2              |             |     |      |       | \$0.00  |
| 3              |             |     |      |       | \$0.00  |
| 4              |             |     |      |       | \$0.00  |
| 5              |             |     |      |       | \$0.00  |
| Total Material |             |     |      |       | \$31.00 |
| Markup 15%     |             |     |      |       | \$4.65  |
| Subtotal       |             |     |      |       | \$35.65 |

**EQUIPMENT**

|                 | Description                      | Qty | Unit | Rate  | Total    |
|-----------------|----------------------------------|-----|------|-------|----------|
| 1               | KSH Service Truck w/ Small Tools | 3   | HRS  | 18.00 | \$54.00  |
| 2               | Pick-up w/ Small Tools           | 1.5 | HRS  | 12.00 | \$18.00  |
| 3               | Cat 314 Exc.                     |     | HRS  | 45.00 | \$0.00   |
| 4               | Cat 314 Exc. (STANDBY)           |     | HRS  | 35.00 | \$0.00   |
| 5               | Cat CS433E Roller                | 3   | HRS  | 35.00 | \$105.00 |
| 6               | KSH 2000 Gal. Water Truck        | 1   | HRS  | 35.00 | \$35.00  |
| 7               | Cat 420 Backhoe                  | 3   | HRS  | 30.00 | \$90.00  |
| 8               | Cat 420 Backhoe (Standby)        |     | HRS  | 15.00 | \$0.00   |
| 9               | Cat 304 Mini Exc                 | 3   | HRS  | 35.00 | \$105.00 |
| 10              | Cat 304 Mini Exc (Standby)       |     | HRS  | 20.00 | \$0.00   |
| Total Equipment |                                  |     |      |       | \$407.00 |
| Markup 15%      |                                  |     |      |       | \$61.05  |
| Subtotal        |                                  |     |      |       | \$468.05 |

**TRUCKING**

|                | Description                 | Hrs | Rate  | Total    |
|----------------|-----------------------------|-----|-------|----------|
| 1              | Solo Dump Truck (Haul Away) | 2   | 90.00 | \$180.00 |
| 2              |                             |     |       | \$0.00   |
| 3              |                             |     |       | \$0.00   |
| Total Trucking |                             |     |       | \$180.00 |
| Markup 15%     |                             |     |       | \$27.00  |
| Subtotal       |                             |     |       | \$207.00 |

**SUBCONTRACTOR**

|                     | Description     | Qty | Unit | Rate     | Total      |
|---------------------|-----------------|-----|------|----------|------------|
| 1                   | Road & Driveway | 1   | LS   | 1,575.00 | \$1,575.00 |
| 2                   |                 |     |      |          | \$0.00     |
| 3                   |                 |     |      |          | \$0.00     |
| 4                   |                 |     |      |          | \$0.00     |
| 5                   |                 |     |      |          | \$0.00     |
| Total Subcontractor |                 |     |      |          | \$1,575.00 |
| Markup 10%          |                 |     |      |          | \$157.50   |
| Subtotal            |                 |     |      |          | \$1,732.50 |

**GRAND TOTAL      \$3,271.28**

**Work Change Directive No. 40**

Issued By: \_\_\_\_\_ Effective Date: 05/23/16

Date of Issuance: 05/23/16

Owner: City of Newport Owner's Contract No.:

Contractor: KSH Construction Co. Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Adjust vaults at MUP near Starvin Marvin's

Attachments: [List documents supporting change]  
Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 584.42 [increase] [decrease].

Contract Time ..25 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price
- ☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Mr. Jayson Buchholz – Senior  
Title: Project Manager

Title: **PRESIDENT**

Date: 5-24-16

Date: 5.26.16

Date: 5-27-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Adjust 2ea. Utility Vaults at Starvin Marvin's for MUP

Date(s) of Work: May 16, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 2          | ST Hrs | 76.54       | \$153.08     |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 2          | ST Hrs | 71.54       | \$143.08     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            |            | ST Hrs | 44.90       | \$0.00       |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$296.16     |
| Markup 22%  |                    |            |        |             | \$65.16      |
| Subtotal    |                    |            |        |             | \$361.32     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Grout              | 4          | BAGS        | 26.00       | \$104.00     |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$104.00     |
| Markup 15%     |                    |            |             |             | \$15.60      |
| Subtotal       |                    |            |             |             | \$119.60     |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 2          | HRS         | 18.00       | \$36.00      |
| 2               | Pick-up w/ Small Tools           | 2          | HRS         | 12.00       | \$24.00      |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat CS433E Roller                |            | HRS         | 35.00       | \$0.00       |
| 6               | KSH 2000 Gal. Water Truck        |            | HRS         | 35.00       | \$0.00       |
| 7               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 8               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 9               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 10              | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$90.00      |
| Markup 15%      |                                  |            |             |             | \$13.50      |
| Subtotal        |                                  |            |             |             | \$103.50     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| 4                   |                    |            |             |             | \$0.00       |
| 5                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$584.42**

**Work Change Directive No. 41**

Issued By: \_\_\_\_\_ Effective Date: 05/23/16  
*update 6/16/16*  
 Date of Issuance: 05/23/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please proceed with installing the plastic domes in concrete at each of the Aquarium commercial driveways ~~and at the Columbia Distributing commercial driveway, for a total of 6 domes.~~ Use 5' domes, the total is 4 locations at \$2,082.96 each. The City would like as little as possible concrete showing around the perimeter of the truncated domes. (Updated 6/16)

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 8,331.84 [increase] [decrease].  
 Contract Time .2 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**

By: *Aaron Collett*  
 Engineer (Authorized Signature)

AUTHORIZED BY:  
 By: *Jayson Buchholz*  
 Owner (Authorized Signature)

RECEIVED:  
 By: *Kelly H. [Signature]*  
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 6-16-16

Title: Mr. Jayson Buchholz – Senior  
 Project Manager

Date: 6-20-16

Title: PRES.

Date: 6-24-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

41

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Install Wet Set Truncated Domes on MUP (Unit Price/ea location)  
REVISED for 10FT. Width

Date(s) of Work: TBD

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 1          | ST Hrs | 76.54       | \$76.54      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator (2ea.)    | 7          | ST Hrs | 71.54       | \$500.78     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 3.5        | ST Hrs | 44.90       | \$157.15     |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$734.47     |
| Markup 22%  |                    |            |        |             | \$161.58     |
| Subtotal    |                    |            |        |             | \$896.05     |

**MATERIAL**

|                | <u>Description</u>                              | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|---|------------|-------------|-------------|--------------|
| 1              | 2' x 5' surface mount yellow dome(see attached) | 2          | EA          | 187.30      | \$374.59     |
| 2              | Shipping & Handling                             | 1          | LS          | 85.00       | \$85.00      |
| 3              | Ready-Mix Concrete - Short Load                 | 1          | CY          | 237.00      | \$237.00     |
| 4              |   |            |             |             | \$0.00       |
| 5              |   |            |             |             | \$0.00       |
| 6              |   |            |             |             | \$0.00       |
| Total Material |   |            |             |             | \$696.59     |
| Markup 15%     |   |            |             |             | \$104.49     |
| Subtotal       |   |            |             |             | \$801.08     |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 3.5        | HRS         | 18.00       | \$63.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 3.5        | HRS         | 30.00       | \$105.00     |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 3.5        | HRS         | 35.00       | \$122.50     |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$290.50     |
| Markup 15%      |                                  |            |             |             | \$43.58      |
| Subtotal        |                                  |            |             |             | \$334.08     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              | Solo - haul away   | 0.5        | 90.00       | \$45.00      |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$45.00      |
| Markup 15%     |                    |            |             | \$6.75       |
| Subtotal       |                    |            |             | \$51.75      |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL**      **\$2,082.96 /EA**  
X4      **\$8,331.85**



41

# HDSUPPLY

CONSTRUCTION & INDUSTRIAL  
WHITE CAP

CASH C.O.D



031 - Eugene  
3395 West First Ave  
Eugene, OR, 97402  
(541) 505-3396

## RECEIPT

20687052

Sold To: 3100  
CASH/EUGENE 31  
3395 WEST FIRST AVE  
EUGENE, OR, 97402

Ship To: CASH/EUGENE 31,3100-S  
3395 WEST FIRST AVE  
EUGENE, OR, 97402  
Job Site Contact:  
Job Site Phone:  
Map #:

Printed By : ROBERT SMITH

Printed Date : 05/23/2016 07:20 AM PACIFIC

Ordered By: BOB SMITH

Contact Phone: 541-521-7112

| Order Number | Order Date         | Request Date                           | Invoice Date | Customer     |
|--------------|--------------------|--|--------------|--------------|
| 20687052     | 05/23/2016         | 05/23/2016                             |              | EUGENE HOUSE |
| Terms        | Shipping Method    | Customer PO                            |              |              |
| COD          | 5. Walk In         | KSH CONST                              |              |              |
| LN           | Part               | Description                            | Quantity     | UOM          |
| BIN          | VPN                | LOT                                    | SHIP         | WT           |
| 1.1          | 437WS228           | 2"X2"X8" WOOD HUB STAKE 25/BUNDLE      | 6            | BDL          |
| 1-BBI05      | VPN: SP101816      |  | 6            | 9.165 LBS    |
| 2.1          | 109SCO             | ORANGE STAKE CHASER 25/PK              | 29           | SET          |
| 1-BEA05      | VPN: W6 O-509      |  | 29           | 35 LBS       |
| 3.1          | 465C2460YW         | 24"X60" YELLOW CAST IN PLACE ARMORTILE | 8            | EA           |
| 1-PIT        | VPN: ADA-C-2460 YW |  | 8            | 26 LBS       |

AMOUNT PAID BY 9123 \$1724.03

CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE CARDMEMBER'S AGREEMENT WITH ISSUER.

|                        |            |
|------------------------|------------|
| Shipped amount         | \$1,724.03 |
| Order charges          | \$0.00     |
| Tax amount             | \$0.00     |
| Lumber Tax rate/amount | 1.00%      |
| Order total            | \$1,724.03 |
| Deposit/funds tendered | \$1,724.03 |
| Balance due            | \$0.00     |


**Work Change Directive No. 42**

Issued By: \_\_\_\_\_ Effective Date: 06/13/16  
 Date of Issuance: 06/13/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Remove and replace both curb radii for the curb and gutter located at 35th. KSH was directed to perform this work in order to re-position the location of the ADA ramps. Please note that the cost of the sawcutting shown for this work also includes the sawcutting associated with the extension of the Community Center P. Lot and the work done at the N. end of the MUP

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 3,715.70 [increase] [decrease].  
 Contract Time .0.5 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
 Engineer (Authorized Signature)

By:   
 Owner (Authorized Signature)

By:   
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 6-15-16

Title: Mr. Jayson Buchholz – Senior  
 Project Manager

Date: 6-20-16

Title: PRES.

Date: 6-24-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

Work Description: Remove C&G RadII at 35th to Relocate ADA Ramps, Re-adjust CB2A

Date(s) of Work: May 11, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 2          | ST Hrs | 76.54       | \$153.08     |
|             |                    |            | OT Hrs | 108.39      | \$0.00       |
| 2           | Operator (2ea.)    | 3.5        | ST Hrs | 71.54       | \$250.39     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1          | ST Hrs | 44.90       | \$44.90      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$448.37     |
| Markup 22%  |                    |            |        |             | \$98.64      |
| Subtotal    |                    |            |        |             | \$547.01     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Grout              | 1          | BAG         | 26.00       | \$26.00      |
| 2              | Disposal Fees      | 10         | TCY         | 2.50        | \$25.00      |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$51.00      |
| Markup 15%     |                    |            |             |             | \$7.65       |
| Subtotal       |                    |            |             |             | \$58.65      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 2.5        | HRS         | 18.00       | \$45.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     | 1.5        | HRS         | 45.00       | \$67.50      |
| 4               | Cat CS433E Roller                |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$112.50     |
| Markup 15%      |                                  |            |             |             | \$16.88      |
| Subtotal        |                                  |            |             |             | \$129.38     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              | Solo (Haul Away)   | 1          | 90.00       | \$90.00      |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$90.00      |
| Markup 15%     |                    |            |             | \$13.50      |
| Subtotal       |                    |            |             | \$103.50     |

**SUBCONTRACTOR**

|                     | <u>Description</u>                  | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|-------------------------------------|------------|-------------|-------------|--------------|
| 1                   | Columbia Saw Cutting (see attached) | 1          | LS          | 700.00      | \$700.00     |
| 2                   | AB Utility (Replace C&G)            | 52         | LF          | 37.77       | \$1,964.04   |
| 3                   |                                     |            |             |             |              |
| Total Subcontractor |                                     |            |             |             | \$2,664.04   |
| Markup 10%          |                                     |            |             |             | \$213.12     |
| Subtotal            |                                     |            |             |             | \$2,877.16   |

**GRAND TOTAL      \$3,715.70**



Columbia Concrete Sawing  
5462 SW Philomath Blvd  
Corvallis OR 97333  
541-758-5069

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 5/13/2016 | 52212     |

Bill To:

KSH Construction  
PO Box 21431  
Keizer OR 97307

Work Location:

Kelly's Slip  
Newport

| P.O. #       | Terms       | Due Date  | Work Date |
|--------------|-------------|-----------|-----------|
| Verbal Kelly | Net 30 Days | 6/12/2016 | 5/11/2016 |

| Description of Work  | Amount          |
|--|-----------------|
| Cut asphalt and concrete   | 700.00          |
| <div data-bbox="220 1632 692 1671" data-label="Text"> <p>We accept Visa and Mastercard Payments</p> </div> |                 |
| <b>Total</b>   | <b>\$700.00</b> |

Please write your invoice # on your check. Call Sandra @ 541-758-5069 with any questions you may have about this bill. A finance charge of 1.50% per month (annual rate of 18%) may be added to balances over 30 days. - [sandra@columbiaconcretesawing.com](mailto:sandra@columbiaconcretesawing.com)

**Work Change Directive No. 43**

Issued By: \_\_\_\_\_ Effective Date: 06/13/16  
 Date of Issuance: 06/13/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

While grinding along Ferry Slip we encountered a buried 8" cleanout. The cleanout was beneath exist. asphalt and was consequently damaged while performing grinding work. The City provided an expansion plug and cleanout cover. However, KSH was required to cut the top off of the riser due to cracking/damage and set the cover to final/finish grade.

Attachments: [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 299.80 [increase] [decrease].  
 Contract Time 10 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
 Engineer (Authorized Signature)

By:   
 Owner (Authorized Signature)

By:   
 Contractor (Authorized Signature)

Mr. Jayson Buchholz – Senior

Title: Aaron Collett (PE/PM)

Title: Project Manager

Title: PRES.

Date: 6-15-16

Date: 6-20-16

Date: 6-24-16

Approved by Funding Agency (if applicable)

By:

Date:

Title:

**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

Work Description: Adjust & Re-Set Buried Cleanout at Sta. 7+50

Date(s) of Work: May 28, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 0.5        | ST Hrs | 76.54       | \$38.27      |
|             |                    |            | OT Hrs | 108.39      | \$0.00       |
| 2           | Operator           | 1.25       | ST Hrs | 71.54       | \$89.43      |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer (2 ea.)    | 1.25       | ST Hrs | 44.90       | \$56.13      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$183.82     |
| Markup 22%  |                    |            |        |             | \$40.44      |
| Subtotal    |                    |            |        |             | \$224.26     |

**MATERIAL**

|                | <u>Description</u>                  | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|-------------------------------------|------------|-------------|-------------|--------------|
| 1              | 8" Gasketed Coupling (see attached) | 1          | EA          | 37.19       | \$37.19      |
| 2              |                                     |            |             |             | \$0.00       |
| 3              |                                     |            |             |             | \$0.00       |
| 4              |                                     |            |             |             | \$0.00       |
| 5              |                                     |            |             |             | \$0.00       |
| 6              |                                     |            |             |             | \$0.00       |
| Total Material |                                     |            |             |             | \$37.19      |
| Markup 15%     |                                     |            |             |             | \$5.58       |
| Subtotal       |                                     |            |             |             | \$42.77      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1.25       | HRS         | 18.00       | \$22.50      |
| 2               | Pick-up w/ Small Tools           | 0.5        | HRS         | 12.00       | \$6.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$28.50      |
| Markup 16%      |                                  |            |             |             | \$4.28       |
| Subtotal        |                                  |            |             |             | \$32.78      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$299.80**





**Work Change Directive No. 44**

Issued By: \_\_\_\_\_ Effective Date: 06/13/16

Date of Issuance: 06/13/16

Owner: City of Newport Owner's Contract No.:

Contractor: KSH Construction Co. Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please see our cost breakdown to prep and pave a utility trench across Ferry Slip near 35th at approx. Sta. 5+50. This trench was cut and patched with cold mix by a local utility contractor some time ago. We were required to properly compact, prep, and pave the trench prior to final lift paving in order to maintain the integrity of the new overlay/roadway.

Attachments: [List documents supporting change]  
Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,139.81 [increase] [decrease].

Contract Time 2.5 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price
- ☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 6-15-16

Title: Mr. Jayson Buchholz – Senior  
Project Manager

Date: 6-20-16

Title: PRES.

Date: 6-24-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

Work Description: Prep & Pave Utility Trench near Sta. 5+50

Date(s) of Work: May 31, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 1          | ST Hrs | 76.54       | \$76.54      |
|             |                    |            | OT Hrs | 108.39      | \$0.00       |
| 2           | Operator           | 1          | ST Hrs | 71.54       | \$71.54      |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1          | ST Hrs | 44.90       | \$44.90      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$192.98     |
| Markup 22%  |                    |            |        |             | \$42.46      |
| Subtotal    |                    |            |        |             | \$235.44     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Disposal Fees      | 5          | TCY         | 2.50        | \$12.50      |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$12.50      |
| Markup 15%     |                    |            |             |             | \$1.88       |
| Subtotal       |                    |            |             |             | \$14.38      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1          | HRS         | 18.00       | \$18.00      |
| 2               | Pick-up w/ Small Tools           | 1          | HRS         | 12.00       | \$12.00      |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 1          | HRS         | 30.00       | \$30.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 1          | HRS         | 35.00       | \$35.00      |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$95.00      |
| Markup 15%      |                                  |            |             |             | \$14.25      |
| Subtotal        |                                  |            |             |             | \$109.25     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              | Solo (haul away)   | 0.5        | 90.00       | \$45.00      |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$45.00      |
| Markup 15%     |                    |            |             | \$6.75       |
| Subtotal       |                    |            |             | \$51.75      |

**SUBCONTRACTOR**

|                     | <u>Description</u>             | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------------------|------------|-------------|-------------|--------------|
| 1                   | Road & Driveway (see attached) | 1          | LS          | 675.00      | \$675.00     |
| 2                   |                                |            |             |             |              |
| 3                   |                                |            |             |             |              |
| Total Subcontractor |                                |            |             |             | \$675.00     |
| Markup 10%          |                                |            |             |             | \$64.00      |
| Subtotal            |                                |            |             |             | \$729.00     |

**GRAND TOTAL      \$1,139.81**

**ROAD & DRIVEWAY CO.**No: **1434**Date: **5-31-16****Change Order**PO Box 730, Newport, OR 97365  
541-265-9441 541-265-9443 FaxDescription of Work: BASE in Utility Trench @  
FERRY Slip & 35<sup>th</sup> St.Lump Sum \$ 675.00Contractor Name: KSTHAuthorized Signature: Kelly Houghton

**Work Change Directive No. 45**

Issued By: \_\_\_\_\_ Effective Date: 06/13/16  
 Date of Issuance: 06/13/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Modify/add to the MUP near Starvin Marvin's. This work was requested to be done after initial construction of the MUP was done in the area which placed the alignment of the path within the boundaries of the guy wire coming off of the power pole and also required the cutting and paving of the concrete lid of the Newport communications vault.

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 821.20 [increase] [decrease].  
 Contract Time 0.5 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:  By:  By:   
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 6-15-16

Title: Mr. Jayson Buchholz – Senior Project Manager

Date: 6.20.16

Title: PRES.  
Date: 6-24-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Revise MUP at Starvin Marvin's

Date(s) of Work: May 28, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman |            | ST Hrs | 76.54       | \$0.00       |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 1          | ST Hrs | 71.54       | \$71.54      |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer (2 ea.)    | 2          | ST Hrs | 44.90       | \$89.80      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$161.34     |
| Markup 22%  |                    |            |        |             | \$35.49      |
| Subtotal    |                    |            |        |             | \$196.83     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | 1"-0               | 0.5        | ton         | 15.50       | \$7.75       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$7.75       |
| Markup 15%     |                    |            |             |             | \$1.16       |
| Subtotal       |                    |            |             |             | \$8.91       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1          | HRS         | 18.00       | \$18.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat CS433E Roller                |            | HRS         | 35.00       | \$0.00       |
| 6               | KSH 2000 Gal. Water Truck        |            | HRS         | 35.00       | \$0.00       |
| 7               | Cat 420 Backhoe                  | 0.5        | HRS         | 30.00       | \$15.00      |
| 8               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 9               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 10              | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$33.00      |
| Markup 15%      |                                  |            |             |             | \$4.95       |
| Subtotal        |                                  |            |             |             | \$37.95      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   | Road & Driveway    | 1          | LS          | \$25.00     | \$25.00      |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| 4                   |                    |            |             |             | \$0.00       |
| 5                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$25.00      |
| Markup 10%          |                    |            |             |             | \$2.50       |
| Subtotal            |                    |            |             |             | \$27.50      |

**GRAND TOTAL      \$821.20**

**ROAD & DRIVEWAY CO.**

No: 1433

Date: 5-26-16

**Change Order**PO Box 730, Newport, OR 97365  
541-265-9441 541-265-9443 Fax

Description of Work: WIDEN PATH @ FERRY Slip  
& 101 Intersection  
Lump Sum \$525.00

Contractor Name: KSHAuthorized Signature: Kelly Hugibet

**Issued By:** \_\_\_\_\_ **Effective Date:** 06/13/16  
**Date of Issuance:** 06/13/16  
**Owner:** City of Newport **Owner's Contract No.:**  
**Contractor:** KSH Construction Co. **Contractor's Project No.:**  
**Engineer:** Civil West Engineering Services, Inc. **Engineer's Project No.:** 2302-033  
**Project:** City of Newport – Ferry Slip Road Improvements **Contract Name:** Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please find the attached cost breakdown to install thermoplastic striping in lieu of paint. Please note that the attached proposal is in ADDITION to current unit price. We have structured it this way due to the fact that the striping bid item has additional costs associated with it (layout, traffic control, etc.) Due to the fact that thermoplastic requires 14 days "cure" time after AC paving, we request that 15 days be added to our contract time.

**Attachments:** [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

**Contract Price** \$ 6,320.43 [increase] [decrease].  
**Contract Time** 15 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

**By:**   
 Engineer (Authorized Signature)

**By:**   
 Owner (Authorized Signature)

**By:**   
 Contractor (Authorized Signature)

**Title:** Aaron Collett (PE/PM)

**Date:** 6-15-16

**Title:** Mr. Jayson Buchholz – Senior Project Manager  
**Date:** 6-20-16

**Date:** 6-20-16

**Title:** PRES.  
**Date:** 6-24-16

**Approved by Funding Agency (if applicable)**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Thermoplastic Striping in Lieu of Paint (based on additional LF unit price)

Date(s) of Work: TBD

**LABOR**

|             |                    | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|-------------|--------------|
| 1           | Supervisor/Foreman | ST Hrs     | 76.54       | \$0.00       |
|             |                    | OT Hrs     | 106.39      | \$0.00       |
| 2           | Operator           | ST Hrs     | 71.54       | \$0.00       |
|             |                    | OT Hrs     | 98.22       | \$0.00       |
| 3           | Laborer (2 ea.)    | ST Hrs     | 44.90       | \$0.00       |
|             |                    | OT Hrs     | 61.22       | \$0.00       |
| Total Labor |                    |            |             | \$0.00       |
| Markup 22%  |                    |            |             | \$0.00       |
| Subtotal    |                    |            |             | \$0.00       |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools |            | HRS         | 18.00       | \$0.00       |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$0.00       |
| Markup 15%      |                                  |            |             |             | \$0.00       |
| Subtotal        |                                  |            |             |             | \$0.00       |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u>                      | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|---|------------|-------------|-------------|--------------|
| 1                   | Hicks Striping & Curbing (see attached) | 3825       | LF          | 1.53        | \$5,852.25   |
| 2                   |   |            |             |             |              |
| 3                   |   |            |             |             |              |
| Total Subcontractor |   |            |             |             | \$5,852.25   |
| Markup 10%          |   |            |             |             | \$468.18     |
| Subtotal            |   |            |             |             | \$6,320.43   |

**GRAND TOTAL \$6,320.43**

**\$1.65 /LF (ADDITIONAL)**

\*\*\* THIS UNIT PRICE IS IN ADDITION TO THE CURRENT UNIT PRICE

05/27/2016 09:54 5033644596

HICKS

PAGE 01/01

**HICKS**

Striping &amp; Curbing, Inc.

P.O. Box 9127

Brooks, OR 97305

Date: 5/27/2016

To: KSH Construction

Newport Ferry Slip Rd.  
Newport, OR

Att:

Phone:

Fax:

**ESTIMATE**

CCB# 64685

TEL 503.364.4577

FAX 503.364.4596

| ITEM  | QUANTITY | DESCRIPTION                              | UNIT | UNIT PRICE | TOTAL        |
|---|----------|--|------|------------|--------------|
|   | 3825     | Thermoplastic, Extruded, White or Yellow | LF   | \$ 1.820   | \$ 6,961.500 |
| $  \begin{array}{r}  1.82 \\  -0.29 \\  \hline  \Delta = 1.53 / \text{LF} \\  \text{ADDITIONAL}  \end{array}  $ |          |  |      |            |              |
| Excludes Lay-Out & Traffic Control  |          |  |      |            |              |
| <b>TOTAL</b>  |          |  |      | \$         | 6,961.500    |



**Work Change Directive No. 47**

Issued By: \_\_\_\_\_ Effective Date: 06/13/16

Date of Issuance: 06/13/16

Owner: City of Newport Owner's Contract No.:

Contractor: KSH Construction Co. Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Construct block walls behind MUP at CB/Area drain locations and next to Forinash property east side of Ferry Slip Road.

Attachments: [List documents supporting change]  
Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 6,793.46 [increase] [decrease].

Contract Time 2 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price
- ☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)  
Date: 6-15-16

Mr. Jayson Buchholz – Senior  
Title: Project Manager  
Date: 6-30-16

Title: PRES.  
Date: 6-24-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

Work Description: Excavate, Grade, Prep, Build 3ea. Modular Block Retaining Walls

Date(s) of Work: TBD

**LABOR**

|             |                    | Hrs |        | Rate   | Total      |
|-------------|--------------------|-----|--------|--------|------------|
| 1           | Supervisor/Foreman | 18  | ST Hrs | 78.54  | \$1,377.72 |
|             |                    |     | OT Hrs | 108.39 | \$0.00     |
| 2           | Operator           | 18  | ST Hrs | 71.54  | \$1,287.72 |
|             |                    |     | OT Hrs | 98.22  | \$0.00     |
| 3           | Laborer            | 18  | ST Hrs | 44.90  | \$808.20   |
|             |                    |     | OT Hrs | 61.22  | \$0.00     |
| Total Labor |                    |     |        |        | \$3,473.64 |
| Markup 22%  |                    |     |        |        | \$764.20   |
| Subtotal    |                    |     |        |        | \$4,237.84 |

5 hrs/ea. 2 smaller walls  
8 hrs 3rd wall

**MATERIAL**

|                | Description                                   | Qty | Unit | Rate  | Total    |
|----------------|---|-----|------|-------|----------|
| 1              | Modular Concrete Blocks (previously attached) | 128 | EA   | 3.76  | \$481.28 |
| 2              | 1"-0 Agg. Base for leveling                   | 2   | ton  | 15.50 | \$31.00  |
| 3              |   |     |      |       | \$0.00   |
| 4              |   |     |      |       | \$0.00   |
| 5              |   |     |      |       | \$0.00   |
| Total Material |   |     |      |       | \$512.28 |
| Markup 15%     |   |     |      |       | \$76.84  |
| Subtotal       |   |     |      |       | \$589.12 |

**EQUIPMENT**

|                 | Description                      | Qty | Unit | Rate  | Total      |
|-----------------|----------------------------------|-----|------|-------|------------|
| 1               | KSH Service Truck w/ Small Tools | 18  | HRS  | 18.00 | \$324.00   |
| 2               | Pick-up w/ Small Tools           | 18  | HRS  | 12.00 | \$216.00   |
| 3               | Cat 314 Exc.                     |     | HRS  | 45.00 | \$0.00     |
| 4               | Cat 314 Exc. (STANDBY)           |     | HRS  | 35.00 | \$0.00     |
| 5               | Cat CS433E Roller                |     | HRS  | 35.00 | \$0.00     |
| 6               | KSH 2000 Gal. Water Truck        |     | HRS  | 35.00 | \$0.00     |
| 7               | Cat 420 Backhoe                  | 18  | HRS  | 30.00 | \$540.00   |
| 8               | Cat 420 Backhoe (Standby)        |     | HRS  | 15.00 | \$0.00     |
| 9               | Cat 304 Mini Exc                 | 18  | HRS  | 35.00 | \$630.00   |
| 10              | Cat 304 Mini Exc (Standby)       |     | HRS  | 20.00 | \$0.00     |
| Total Equipment |                                  |     |      |       | \$1,710.00 |
| Markup 15%      |                                  |     |      |       | \$256.50   |
| Subtotal        |                                  |     |      |       | \$1,966.50 |

**TRUCKING**

|                | Description | Hrs | Rate | Total  |
|----------------|-------------|-----|------|--------|
| 1              |             |     |      | \$0.00 |
| 2              |             |     |      | \$0.00 |
| 3              |             |     |      | \$0.00 |
| Total Trucking |             |     |      | \$0.00 |
| Markup 15%     |             |     |      | \$0.00 |
| Subtotal       |             |     |      | \$0.00 |

**SUBCONTRACTOR**

|                     | Description | Qty | Unit | Rate | Total  |
|---------------------|-------------|-----|------|------|--------|
| 1                   |             |     |      |      | \$0.00 |
| 2                   |             |     |      |      | \$0.00 |
| 3                   |             |     |      |      | \$0.00 |
| 4                   |             |     |      |      | \$0.00 |
| 5                   |             |     |      |      | \$0.00 |
| Total Subcontractor |             |     |      |      | \$0.00 |
| Markup 10%          |             |     |      |      | \$0.00 |
| Subtotal            |             |     |      |      | \$0.00 |

**GRAND TOTAL      \$6,793.48**

**Work Change Directive No. 48**

Issued By: \_\_\_\_\_ Effective Date: 06/13/16

Date of Issuance: 06/13/16

Owner: City of Newport Owner's Contract No.:

Contractor: KSH Construction Co. Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Install 4" thick topsoil in the planter area on the West side of Ferry Slip in between the curb and the MUP. As you may or may not be aware, this area is already filled in with material and rough graded. In order to install the topsoil this material will have to be removed in order to make room for the topsoil. The attached pricing does NOT include hydroseeding as per Jayson's request. We have not added in the cost to apply hand seed to the area as that work is already included as part of the project restoration.

Attachments: [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 8,502.48 [increase] [decrease].

Contract Time 1.5 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 6-15-16

Title: Mr. Jayson Buchholz – Senior  
Project Manager

Date: 6-20-16

Title: PRES.

Date: 6-24-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Remove Filt Mat'l & Place 4" Topsoil - West Side Planter Strip

Date(s) of Work: tbd

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 4          | ST Hrs | 76.54       | \$306.16     |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator (2 ea.)   | 24         | ST Hrs | 71.54       | \$1,716.96   |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer (2 ea.)    | 24         | ST Hrs | 44.90       | \$1,077.60   |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$3,100.72   |
| Markup 22%  |                    |            |        |             | \$682.16     |
| Subtotal    |                    |            |        |             | \$3,782.88   |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Screened Topsoil   | 100        | CY          | 20.00       | \$2,000.00   |
| 2              | Disposal Fees      | 100        | TCY         | 2.50        | \$250.00     |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$2,250.00   |
| Markup 15%     |                    |            |             |             | \$337.50     |
| Subtotal       |                    |            |             |             | \$2,587.50   |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 12         | HRS         | 18.00       | \$216.00     |
| 2               | Pick-up w/ Small Tools           | 4          | HRS         | 12.00       | \$48.00      |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 12         | HRS         | 30.00       | \$360.00     |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 12         | HRS         | 35.00       | \$420.00     |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$1,044.00   |
| Markup 15%      |                                  |            |             |             | \$156.60     |
| Subtotal        |                                  |            |             |             | \$1,200.60   |

**TRUCKING**

|                | <u>Description</u>                               | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--|------------|-------------|--------------|
| 1              | Solo Dump Truck (Haul Away)                      | 5          | 90.00       | \$450.00     |
| 2              | Solo Dump Truck (Haul Topsoil - 8lds x 30min/ld) | 4          | 90.00       | \$360.00     |
| 3              |  |            |             | \$0.00       |
| Total Trucking |  |            |             | \$810.00     |
| Markup 15%     |  |            |             | \$121.50     |
| Subtotal       |  |            |             | \$931.50     |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| 4                   |                    |            |             |             | \$0.00       |
| 5                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$8,502.48**

\*\*\* INCL. PLACEMENT OF SCREENED TOPSOIL ONLY. NO MULCH OR FERTILIZER INCL.  
\*\*\* SEED MIX TO BE COMMON GRASS SEED, COMMERCIALY AVAILABLE, AND HAND PLACED  
\*\*\* NO TILLING/DISCING INCLUDED. SEED TO BE HAND RAKED IN.


**Work Change Directive No. 49**

Issued By: \_\_\_\_\_ Effective Date: 06/13/16  
 Date of Issuance: 06/13/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**  
 Powder coat 3 bollards at City request.

Attachments: *[List documents supporting change]*  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,104.77 [increase] [decrease].  
 Contract Time 0 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**

By:   
 Engineer (Authorized Signature)

By:   
 Owner (Authorized Signature)

By:   
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 6-18-16

Title: Mr. Jayson Buchholz – Senior Project Manager

Date: 6-20-16

Title: PRES.  
Date: 6-24-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Powder Coat Bollards

Date(s) of Work: 5/29/2016 & 6/6/16

**LABOR**

|             |                    | Hrs |        | Rate   | Total    |
|-------------|--------------------|-----|--------|--------|----------|
| 1           | Supervisor/Foreman | 4   | ST Hrs | 76.54  | \$306.16 |
|             |                    |     | OT Hrs | 106.39 | \$0.00   |
| 2           | Operator (2ea.)    |     | ST Hrs | 71.64  | \$0.00   |
|             |                    |     | OT Hrs | 98.22  | \$0.00   |
| 3           | Laborer            | 2   | ST Hrs | 44.90  | \$89.80  |
|             |                    |     | OT Hrs | 61.22  | \$0.00   |
| Total Labor |                    |     |        |        | \$395.96 |
| Markup 22%  |                    |     |        |        | \$87.11  |
| Subtotal    |                    |     |        |        | \$483.07 |

deliver bollards  
pickup bollards

2 hrs x 1 man  
2hrs x 2 men

**MATERIAL**

|                | Description | Qty | Unit | Rate | Total  |
|----------------|-------------|-----|------|------|--------|
| 1              |             |     |      |      | \$0.00 |
| 2              |             |     |      |      | \$0.00 |
| 3              |             |     |      |      | \$0.00 |
| 4              |             |     |      |      | \$0.00 |
| 5              |             |     |      |      | \$0.00 |
| 6              |             |     |      |      | \$0.00 |
| Total Material |             |     |      |      | \$0.00 |
| Markup 15%     |             |     |      |      | \$0.00 |
| Subtotal       |             |     |      |      | \$0.00 |

**EQUIPMENT**

|                 | Description                      | Qty | Unit | Rate  | Total   |
|-----------------|----------------------------------|-----|------|-------|---------|
| 1               | KSH Service Truck w/ Small Tools |     | HRS  | 18.00 | \$0.00  |
| 2               | Pick-up w/ Small Tools           | 4   | HRS  | 12.00 | \$48.00 |
| 3               | Cat 314 Exc.                     |     | HRS  | 45.00 | \$0.00  |
| 4               | Cat CS433E Roller                |     | HRS  | 35.00 | \$0.00  |
| 5               | Cat 420 Backhoe                  |     | HRS  | 30.00 | \$0.00  |
| 6               | Cat 420 Backhoe (Standby)        |     | HRS  | 15.00 | \$0.00  |
| 7               | Cat 304 Mini Exc                 |     | HRS  | 35.00 | \$0.00  |
| 8               | Cat 304 Mini Exc (Standby)       |     | HRS  | 20.00 | \$0.00  |
| Total Equipment |                                  |     |      |       | \$48.00 |
| Markup 15%      |                                  |     |      |       | \$7.20  |
| Subtotal        |                                  |     |      |       | \$55.20 |

**TRUCKING**

|                | Description | Hrs | Rate | Total  |
|----------------|-------------|-----|------|--------|
| 1              |             |     |      | \$0.00 |
| 2              |             |     |      | \$0.00 |
| 3              |             |     |      | \$0.00 |
| Total Trucking |             |     |      | \$0.00 |
| Markup 15%     |             |     |      | \$0.00 |
| Subtotal       |             |     |      | \$0.00 |

**SUBCONTRACTOR**

|                     | Description                                | Qty | Unit | Rate | Total    |
|---------------------|--|-----|------|------|----------|
| 1                   | Craig Selvidge & Associates (see attached) |     |      |      | \$515.00 |
| 2                   |  |     |      |      | \$0.00   |
| 3                   |  |     |      |      | \$0.00   |
| Total Subcontractor |  |     |      |      | \$515.00 |
| Markup 10%          |  |     |      |      | \$51.50  |
| Subtotal            |  |     |      |      | \$566.50 |

**GRAND TOTAL      \$1,104.77**

**Craty Schridge & Associates, Inc.**  
PO Box 571  
Lincoln City, Oregon 97357

258000

| CUSTOMER'S ORDER NO.                |                               | DEPARTMENT  |        | DATE      |          |
|-------------------------------------|-------------------------------|-------------|--------|-----------|----------|
| KSH Construction (for Newport Road) |                               |             |        | May 29/16 |          |
| NAME                                |                               |             |        |           |          |
| KSH Construction (for Newport Road) |                               |             |        |           |          |
| ADDRESS                             |                               |             |        |           |          |
| PO Box 21431                        |                               |             |        |           |          |
| CITY, STATE, ZIP                    |                               |             |        |           |          |
| Kaiser, OR. 97307 (503) 737-9938    |                               |             |        |           |          |
| SOLD BY                             |                               | CASH        | C.O.D. | CHARGE    | ON ACCT. |
| C                                   |                               | Net         |        | 10 days   |          |
|                                     |                               | MOSE. RETD. |        | PAID OUT  |          |
|                                     |                               |             |        |           |          |
| QUANTITY                            | DESCRIPTION                   | PRICE       | AMOUNT |           |          |
| 1                                   | Blast/Prime/PC/Clear coat     |             |        |           |          |
| 2                                   | 6" Pipe (3 pcs.) large End    |             |        |           |          |
| 3                                   |                               |             |        |           |          |
| 4                                   | 26 min Blast time             | 2.50        | 6.5    |           |          |
| 5                                   | Primer Epoxy Coat             | 150         | 150    |           |          |
| 6                                   | SAFETY Yellow                 |             | 300    |           |          |
| 7                                   |                               |             |        |           |          |
| 8                                   | Clear Coat/extra Coating      |             |        |           |          |
| 9                                   | so job would last longer      |             |        |           |          |
| 10                                  | \$150. value -                |             |        |           |          |
| 11                                  | " RUSH JOB "                  |             |        |           |          |
| 12                                  |                               |             |        |           |          |
| 13                                  |                               |             |        |           |          |
| 14                                  |                               |             |        |           |          |
| 15                                  | (I Thred GATED the posts      |             |        |           |          |
| 16                                  | so they would last longer     |             |        |           |          |
| 17                                  | The Clear protects the yellow |             |        |           |          |
| 18                                  | from chipping                 |             |        |           |          |
| RECEIVED BY                         |                               |             |        |           |          |

A-5505  
T-20220/48350

KEEP THIS SLIP FOR REFERENCE

01-11



Work Change Directive No. 50

Issued By: \_\_\_\_\_

Effective Date: 06/13/16

Date of Issuance: 06/13/16

Owner: City of Newport

Owner's Contract No.:

Contractor: KSH Construction Co.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements

Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please find the attached cost breakdown to remove and replace Barrelheads AC driveway to correct drainage issues.

Attachments: [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.☒ Necessity to proceed for schedule or other Project reasons.**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,430.06

[increase] [decrease].

Contract Time .25 days

[increase] [decrease].

**Basis of estimated change in Contract Price:**☒ Lump Sum☐ Unit Price☐ Cost of the Work☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized Signature)By:   
Owner (Authorized Signature)By:   
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Mr. Jayson Buchholz – Senior

Date: 6-15-16

Title: Project Manager

Date: 6-20-16

Title: PRES.

Date: 6-24-16

Approved by Funding Agency (if applicable)

By:

Date:

Title:



**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

Work Description: Correct Barrelhead A.C. Driveway for Drainage

Date(s) of Work: May 31, 2018

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 1          | ST Hrs | 76.54       | \$76.54      |
|             |                    |            | OT Hrs | 108.39      | \$0.00       |
| 2           | Operator           | 1.5        | ST Hrs | 71.54       | \$107.31     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1.5        | ST Hrs | 44.90       | \$67.35      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$251.20     |
| Markup 22%  |                    |            |        |             | \$55.26      |
| Subtotal    |                    |            |        |             | \$306.46     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Disposal Fees      | 5          | TCY         | 2.50        | \$12.50      |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$12.50      |
| Markup 15%     |                    |            |             |             | \$1.88       |
| Subtotal       |                    |            |             |             | \$14.38      |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1.5        | HRS         | 18.00       | \$27.00      |
| 2               | Pick-up w/ Small Tools           | 1          | HRS         | 12.00       | \$12.00      |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  | 0.5        | HRS         | 30.00       | \$15.00      |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 | 1.5        | HRS         | 35.00       | \$52.50      |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$108.50     |
| Markup 15%      |                                  |            |             |             | \$15.98      |
| Subtotal        |                                  |            |             |             | \$122.48     |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              | Solo (haul away)   | 0.5        | 90.00       | \$45.00      |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$45.00      |
| Markup 15%     |                    |            |             | \$6.75       |
| Subtotal       |                    |            |             | \$51.75      |

**SUBCONTRACTOR**

|                     | <u>Description</u>                | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|-----------------------------------|------------|-------------|-------------|--------------|
| 1                   | Road & Driveway                   | 4          | Ton         | 175.00      | \$700.00     |
| 2                   | Sawcutting (previously performed) | 1          | LS          | 150.00      | \$150.00     |
| 3                   |                                   |            |             |             |              |
| Total Subcontractor |                                   |            |             |             | \$850.00     |
| Markup 10%          |                                   |            |             |             | \$85.00      |
| Subtotal            |                                   |            |             |             | \$935.00     |

**GRAND TOTAL      \$1,430.06**


**Work Change Directive No. 51**

Issued By: \_\_\_\_\_ Effective Date: 06/23/16  
 Date of Issuance: 06/23/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please find the attached cost breakdown to pave the driveway back of apron on the north side, west end of 35th. This work was added as we were paving other minor AC areas on the project today. The old/exist. driveway was approximately 1' below the new concrete apron and was transitioned with agg. base.

Attachments: *[List documents supporting change]*  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

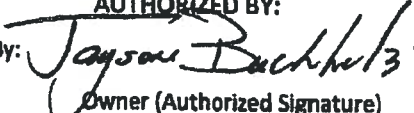
Contract Price \$ 468.89 [increase] [decrease].  
 Contract Time 0 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**

By:   
 Engineer (Authorized Signature)

AUTHORIZED BY:  
 By:   
 Owner (Authorized Signature)

**RECEIVED:**

By:   
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)  
 Date: 6-24-16

Mr. Jayson Buchholz – Senior  
 Title: Project Manager  
 Date: 6-27-16

Title: PRESIDENT  
 Date: 6-29-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Work Change Directive No. 51**

Issued By: \_\_\_\_\_ Effective Date: 06/23/16

Date of Issuance: 06/23/16

Owner: City of Newport Owner's Contract No.:

Contractor: KSH Construction Co. Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please find the attached cost breakdown to pave the driveway back of apron on the north side, west end of 35th. This work was added as we were paving other minor AC areas on the project today. The old/exist. driveway was approximately 1' below the new concrete apron and was transitioned with agg. base.

Attachments: *[List documents supporting change]*  
Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 468.89 [increase] [~~decrease~~].

Contract Time 0 days [increase] [~~decrease~~].

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price
- ☐ Cost of the Work ☐ Other

**RECOMMENDED:**

By:   
Engineer (Authorized Signature)

**AUTHORIZED BY:**

By:   
Owner (Authorized Signature)

**RECEIVED:**

Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Title: Mr. Jayson Buchholz – Senior  
Project Manager

Title:

Date: 6-24-16

Date: 6-27-16

Date:

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

51

**KSH CONSTRUCTION CO.**  
**CHANGE ORDER / EXTRA WORK PROPOSAL**

**Work Description:** Prep and Pave D/W on North Side, West End of 35th

**Date(s) of Work:** June 16, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 1          | ST Hrs | 76.54       | \$76.54      |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 1          | ST Hrs | 71.54       | \$71.54      |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 1          | ST Hrs | 44.90       | \$44.90      |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$192.98     |
| Markup 22%  |                    |            |        |             | \$42.46      |
| Subtotal    |                    |            |        |             | \$235.44     |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Hot Mix Asphalt    | 2          | TON         | 70.00       | \$140.00     |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$140.00     |
| Markup 15%     |                    |            |             |             | \$21.00      |
| Subtotal       |                    |            |             |             | \$161.00     |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 1          | HRS         | 18.00       | \$18.00      |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat CS433E Roller                |            | HRS         | 35.00       | \$0.00       |
| 6               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 7               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 8               | KSH Dump Trailer                 | 1          | HRS         | 10.00       | \$10.00      |
| 9               | Cat 304 Mini Exc                 | 1          | HRS         | 35.00       | \$35.00      |
| 10              | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$63.00      |
| Markup 15%      |                                  |            |             |             | \$9.45       |
| Subtotal        |                                  |            |             |             | \$72.45      |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$468.89**


**Work Change Directive No. 52**

Issued By: \_\_\_\_\_ Effective Date: 06/23/16  
 Date of Issuance: 06/23/16  
 Owner: City of Newport Owner's Contract No.:  
 Contractor: KSH Construction Co. Contractor's Project No.:  
 Engineer: Civil West Engineering Services, Inc. Engineer's Project No.: 2302-033  
 Project: City of Newport – Ferry Slip Road Improvements Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please find the revised pricing for minor paving work. The updated pricing includes the removal and replacement of AC between the two concrete D/W aprons with 2" AC.

Attachments: [List documents supporting change]  
 Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 3,381.67 [increase] [decrease].  
 Contract Time 0 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

**RECOMMENDED:**

By: *Aaron Collett*  
 Engineer (Authorized Signature)

AUTHORIZED BY:  
 By: *Jayson Buchholz*  
 Owner (Authorized Signature)

**RECEIVED:**

By: *Kelly Kugler*  
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 6-24-16

Mr. Jayson Buchholz – Senior  
 Title: Project Manager

Date: 6-24-16

Title: *PRESIDENT*

Date: 7-6-16

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Work Change Directive No. 52**

Issued By: \_\_\_\_\_

Effective Date: 06/23/16

Date of Issuance: 06/23/16

Owner: City of Newport

Owner's Contract No.:

Contractor: KSH Construction Co.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-033

 Project: City of Newport – Ferry Slip Road  
Improvements

Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Please find the revised pricing for minor paving work. The updated pricing includes the removal and replacement of AC between the two concrete D/W aprons with 2" AC.

 Attachments: *[List documents supporting change]*

Contractor pricing backup

**Purpose for Work Change Directive:**

 Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*
☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 3,381.67

☐ [increase] ☒ [decrease].

Contract Time 0 days

☐ [increase] ☒ [decrease].

**Basis of estimated change in Contract Price:**
☒ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED BY:

AUTHORIZED BY:

RECEIVED:

By:

Aaron Collett (PE/PM)

By:

Mr. Jayson Buchholz – Senior

By:

Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Title: Project Manager

Title:

Date: 6-24-16

Date: 6.24.16

Date:

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title:

52

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: AC Taper at W. End of 35th & AC Patch Behind Curb (using KSH hand work)  
REVISED TO INCLUDE REMOVAL OF EXIST. AC BETWEEN D/W APRONS

Date(s) of Work: June 16, 2016

**LABOR**

|             |                    | <u>Hrs</u> |        | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|--------|-------------|--------------|
| 1           | Supervisor/Foreman | 7          | ST Hrs | 76.54       | \$535.78     |
|             |                    |            | OT Hrs | 106.39      | \$0.00       |
| 2           | Operator           | 7          | ST Hrs | 71.54       | \$500.78     |
|             |                    |            | OT Hrs | 98.22       | \$0.00       |
| 3           | Laborer            | 7          | ST Hrs | 44.90       | \$314.30     |
|             |                    |            | OT Hrs | 61.22       | \$0.00       |
| Total Labor |                    |            |        |             | \$1,350.86   |
| Markup 22%  |                    |            |        |             | \$297.19     |
| Subtotal    |                    |            |        |             | \$1,648.05   |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              | Hot Mix Asphalt    | 6          | TON         | 70.00       | \$420.00     |
| 2              | Tack               | 1          | LS          | 50.00       | \$50.00      |
| 3              | Disposal Fees      | 5          | TCY         | 2.50        | \$12.50      |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$482.50     |
| Markup 15%     |                    |            |             |             | \$72.38      |
| Subtotal       |                    |            |             |             | \$554.88     |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools | 7          | HRS         | 18.00       | \$126.00     |
| 2               | Pick-up w/ Small Tools           | 7          | HRS         | 12.00       | \$84.00      |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat CS433E Roller                | 7          | HRS         | 35.00       | \$245.00     |
| 6               | Cat 420 Backhoe                  | 7          | HRS         | 30.00       | \$210.00     |
| 7               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 8               | KSH Dump Trailer                 | 7          | HRS         | 10.00       | \$70.00      |
| 9               | Cat 304 Mini Exc                 | 7          | HRS         | 35.00       | \$245.00     |
| 10              | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$980.00     |
| Markup 15%      |                                  |            |             |             | \$147.00     |
| Subtotal        |                                  |            |             |             | \$1,127.00   |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              | Solo Dump Truck    | 0.5        | 90.00       | \$45.00      |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$45.00      |
| Markup 15%     |                    |            |             | \$6.75       |
| Subtotal       |                    |            |             | \$51.75      |

**SUBCONTRACTOR**

|                     | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------|------------|-------------|-------------|--------------|
| 1                   |                    |            |             |             | \$0.00       |
| 2                   |                    |            |             |             | \$0.00       |
| 3                   |                    |            |             |             | \$0.00       |
| Total Subcontractor |                    |            |             |             | \$0.00       |
| Markup 10%          |                    |            |             |             | \$0.00       |
| Subtotal            |                    |            |             |             | \$0.00       |

**GRAND TOTAL      \$3,381.67**


**Work Change Directive No. 53**

Issued By: \_\_\_\_\_

Effective Date: 07/01/16

Date of Issuance: 07/01/16

Owner: City of Newport

Owner's Contract No.:

Contractor: KSH Construction Co.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-033

Project: City of Newport – Ferry Slip Road Improvements

Contract Name: Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Change directive for flagging on Ferry Slip Road.

 Attachments: *[List documents supporting change]*

Contractor pricing backup

**Purpose for Work Change Directive:**

 Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*
☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 2,719.64

(increase) [decrease].

Contract Time 0 days

[increase] [decrease].

**Basis of estimated change in Contract Price:**


Lump Sum



Unit Price



Cost of the Work



Other

**RECOMMENDED:**

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Title: Mr. Jayson Buchholz – Senior Project Manager

 Title: *President*

Date: 7-1-16

Date: 7-1-16

Date: 7-5-16

Approved by Funding Agency (if applicable)

By:

Date:

Title:




**Work Change Directive No. 53**
**Issued By:** \_\_\_\_\_

**Effective Date:** 07/01/16

**Date of Issuance:** 07/01/16

**Owner:** City of Newport

**Owner's Contract No.:**
**Contractor:** KSH Construction Co.

**Contractor's Project No.:**
**Engineer:** Civil West Engineering Services, Inc.

**Engineer's Project No.:** 2302-033

**Project:** City of Newport – Ferry Slip Road Improvements

**Contract Name:** Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Change directive for flagging on Ferry Slip Road.

**Attachments:** [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**
**Contract Price** \$ 2,719.64

[increase] [decrease].

**Contract Time** 0 days

[increase] [decrease].

**Basis of estimated change in Contract Price:**
☒ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**
**By:**   
 Engineer (Authorized Signature)

**By:**   
 Owner (Authorized Signature)

**By:** \_\_\_\_\_  
 Contractor (Authorized Signature)

**Title:** Aaron Collett (PE/PM)

Mr. Jayson Buchholz – Senior

**Title:** Project Manager

**Title:**
**Date:** 7-1-16

**Date:** 7-1-16

**Date:**
**Approved by Funding Agency (if applicable)**
**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:**

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Flagging Services for Project Safety

Date(s) of Work: May 24, 26, & 31, 2016

**LABOR**

|             |                    | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|-------------|--------------|
| 1           | Supervisor/Foreman | ST Hrs     | 76.54       | \$0.00       |
|             |                    | OT Hrs     | 106.39      | \$0.00       |
| 2           | Operator           | ST Hrs     | 71.54       | \$0.00       |
|             |                    | OT Hrs     | 98.22       | \$0.00       |
| 3           | Laborer (2 ea.)    | ST Hrs     | 44.90       | \$0.00       |
|             |                    | OT Hrs     | 61.22       | \$0.00       |
| Total Labor |                    |            |             | \$0.00       |
| Markup 22%  |                    |            |             | \$0.00       |
| Subtotal    |                    |            |             | \$0.00       |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools |            | HRS         | 18.00       | \$0.00       |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 314 Exc. (STANDBY)           |            | HRS         | 35.00       | \$0.00       |
| 5               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 6               | Cat 420 Backhoe (Standby)        |            | HRS         | 15.00       | \$0.00       |
| 7               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 8               | Cat 304 Mini Exc (Standby)       |            | HRS         | 20.00       | \$0.00       |
| Total Equipment |                                  |            |             |             | \$0.00       |
| Markup 15%      |                                  |            |             |             | \$0.00       |
| Subtotal        |                                  |            |             |             | \$0.00       |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u>         | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|----------------------------|------------|-------------|-------------|--------------|
| 1                   | A+ Flagging (see attached) | 1          | LS          | 2,472.40    | \$2,472.40   |
| 2                   |                            |            |             |             |              |
| 3                   |                            |            |             |             |              |
| Total Subcontractor |                            |            |             |             | \$2,472.40   |
| Markup 10%          |                            |            |             |             | \$247.24     |
| Subtotal            |                            |            |             |             | \$2,719.64   |

**GRAND TOTAL      \$2,719.64**


**Work Change Directive No. 54**
**Issued By:** \_\_\_\_\_

**Effective Date:** 07/22/16

**Date of Issuance:** 07/22/16

**Owner:** City of Newport

**Owner's Contract No.:**
**Contractor:** KSH Construction Co.

**Contractor's Project No.:**
**Engineer:** Civil West Engineering Services, Inc.

**Engineer's Project No.:** 2302-033

**Project:** City of Newport – Ferry Slip Road Improvements

**Contract Name:** Ferry Slip Road Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Change directive for resetting property pin, direction provided September 2015 by City.

**Attachments:** [List documents supporting change]

Contractor pricing backup

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**
**Contract Price** \$ 440.00

[increase] [decrease].

**Contract Time** 0 days

[increase] [decrease].

**Basis of estimated change in Contract Price:**
☒ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

**RECOMMENDED:**
**AUTHORIZED BY:**
**RECEIVED:**
**By:**   
 Engineer (Authorized Signature)

**By:**   
 Owner (Authorized Signature)

**By:**   
 Contractor (Authorized Signature)

**Title:** Aaron Collett (PE/PM)

**Title:** Mr. Jayson Buchholz – Senior Project Manager

**Title:** PRESIDENT

**Date:** 7-22-16

**Date:** 8.3.16

**Date:** 8-3-16

**Approved by Funding Agency (if applicable)**
**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

54

**KSH CONSTRUCTION CO.**  
CHANGE ORDER / EXTRA WORK PROPOSAL

Work Description: Property Corner Reset Surveying

Date(s) of Work: T.B.D.

**LABOR**

|             |                    | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|-------------|--------------------|------------|-------------|--------------|
| 1           | Supervisor/Foreman | ST Hrs     | 76.54       | \$0.00       |
|             |                    | OT Hrs     | 106.39      | \$0.00       |
| 2           | Operator           | ST Hrs     | 71.54       | \$0.00       |
|             |                    | OT Hrs     | 98.22       | \$0.00       |
| 3           | Laborer (2ea.)     | ST Hrs     | 44.90       | \$0.00       |
|             |                    | OT Hrs     | 61.22       | \$0.00       |
| Total Labor |                    |            |             | \$0.00       |
| Markup 22%  |                    |            |             | \$0.00       |
| Subtotal    |                    |            |             | \$0.00       |

**MATERIAL**

|                | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|-------------|--------------|
| 1              |                    |            |             |             | \$0.00       |
| 2              |                    |            |             |             | \$0.00       |
| 3              |                    |            |             |             | \$0.00       |
| 4              |                    |            |             |             | \$0.00       |
| 5              |                    |            |             |             | \$0.00       |
| 6              |                    |            |             |             | \$0.00       |
| Total Material |                    |            |             |             | \$0.00       |
| Markup 15%     |                    |            |             |             | \$0.00       |
| Subtotal       |                    |            |             |             | \$0.00       |

**EQUIPMENT**

|                 | <u>Description</u>               | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|-----------------|----------------------------------|------------|-------------|-------------|--------------|
| 1               | KSH Service Truck w/ Small Tools |            | HRS         | 18.00       | \$0.00       |
| 2               | Pick-up w/ Small Tools           |            | HRS         | 12.00       | \$0.00       |
| 3               | Cat 314 Exc.                     |            | HRS         | 45.00       | \$0.00       |
| 4               | Cat 420 Backhoe                  |            | HRS         | 30.00       | \$0.00       |
| 5               | Cat 304 Mini Exc                 |            | HRS         | 35.00       | \$0.00       |
| 6               |                                  |            | HRS         |             | \$0.00       |
| Total Equipment |                                  |            |             |             | \$0.00       |
| Markup 15%      |                                  |            |             |             | \$0.00       |
| Subtotal        |                                  |            |             |             | \$0.00       |

**TRUCKING**

|                | <u>Description</u> | <u>Hrs</u> | <u>Rate</u> | <u>Total</u> |
|----------------|--------------------|------------|-------------|--------------|
| 1              |                    |            |             | \$0.00       |
| 2              |                    |            |             | \$0.00       |
| 3              |                    |            |             | \$0.00       |
| Total Trucking |                    |            |             | \$0.00       |
| Markup 15%     |                    |            |             | \$0.00       |
| Subtotal       |                    |            |             | \$0.00       |

**SUBCONTRACTOR**

|                     | <u>Description</u>       | <u>Qty</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|---------------------|--------------------------|------------|-------------|-------------|--------------|
| 1                   | Northwest Land Surveying | 1          | LS          | 400.00      | \$400.00     |
| 2                   |                          |            |             |             |              |
| 3                   |                          |            |             |             |              |
| Total Subcontractor |                          |            |             |             | \$400.00     |
| Markup 10%          |                          |            |             |             | \$40.00      |
| Subtotal            |                          |            |             |             | \$440.00     |

**GRAND TOTAL      \$440.00**

**NOTES:**

\* Includes Lincoln County Surveyor's Filing Fee



Progress Estimate - Unit Price Work

Contractor's Application

| For (Contract):     |  | SE Ferry Slip Road Street |                 | Application Number: 9       |                          |              |             |               |              |                           |             |
|---------------------|--|---------------------------|-----------------|-----------------------------|--------------------------|--------------|-------------|---------------|--------------|---------------------------|-------------|
| Application Period: |  | Jun-16                    |                 | Application Date: 7/14/2016 |                          |              |             |               |              |                           |             |
| Item                |  | A                         |                 |                             | B                        |              | C           |               |              |                           |             |
| Description         |  | Contract Information      |                 |                             | Quantity Installed       |              | %           |               |              |                           |             |
| Bid Item No.        | Units  | Bld Quantity              | Actual Quantity | Unit Price                  | Total Value of Item (\$) | Prior App    | This Period | Total to Date | (B / A)      | Balance to Finish (A - B) |             |
| 1                   | LS   | 1                         | 1               | \$ 76,779.80                | \$ 76,779.80             | 1            | \$ -        | \$ 76,779.80  | 100.0%       | \$ -                      |             |
| 2                   | LS   | 1                         | 1               | \$ 27,000.00                | \$ 27,000.00             | 1            | \$ -        | \$ 27,000.00  | 100.0%       | \$ -                      |             |
| 3                   | LS   | 1                         | 1               | \$ 40,000.00                | \$ 40,000.00             | 1            | \$ -        | \$ 40,000.00  | 100.0%       | \$ -                      |             |
| 4                   | CY   | 50                        | 168             | \$ 60.00                    | \$ 3,000.00              | 168          | \$ -        | \$ 10,080.00  | 336.0%       | \$ -                      |             |
| 5                   | CY   | 2200                      | 5010            | \$ 21.00                    | \$ 46,200.00             | 5010         | \$ -        | \$ 105,210.00 | 227.7%       | \$ -                      |             |
| 6                   | 10" PVC SDR 35 Storm Drain Pipe  | LF                        | 59              | \$ 103.5                    | \$ 6,106.5               | 103.5        | \$ -        | \$ 6,210.00   | 175.4%       | \$ -                      |             |
| 7                   | 12" PVC SDR 35 Storm Drain Pipe  | LF                        | 621             | \$ 52.00                    | \$ 32,292.00             | 485          | \$ -        | \$ 25,220.00  | 78.1%        | \$ 7,072.00               |             |
| 8                   | 15" SDR35 Storm Drain Pipe   | LF                        | 142             | \$ 70.00                    | \$ 9,940.00              | 177          | \$ -        | \$ 12,390.00  | 124.6%       | \$ -                      |             |
| 9                   | Storm Drain Catch Basin (Advantage) - (Catch Basin(1/D13))   | EA                        | 7               | \$ 1,650.00                 | \$ 11,550.00             | 7            | \$ -        | \$ 11,550.00  | 100.0%       | \$ -                      |             |
| 10                  | New 48" SD Manhole - 3'-10" Depth  | EA                        | 2               | \$ 3,000.00                 | \$ 6,000.00              | 2            | \$ -        | \$ 6,000.00   | 100.0%       | \$ -                      |             |
| 11                  | New 10' SD Diameter Manhole  | EA                        | 1               | \$ 15,000.00                | \$ 15,000.00             | 1            | \$ -        | \$ 15,000.00  | 100.0%       | \$ -                      |             |
| 12                  | New 60" SD Manhole 3'-10" Depth  | EA                        | 1               | \$ 4,300.00                 | \$ 4,300.00              | 1            | \$ -        | \$ 4,300.00   | 100.0%       | \$ -                      |             |
| 13                  | Connection to Existing Storm Drain Manhole/ Structures   | EA                        | 5               | \$ 1,500.00                 | \$ 7,500.00              | 11           | \$ -        | \$ 16,500.00  | 220.0%       | \$ -                      |             |
| 14                  | Manhole Frame/Rim Adjustment   | EA                        | 16              | \$ 300.00                   | \$ 4,800.00              | 29           | \$ -        | \$ 8,700.00   | 181.3%       | \$ -                      |             |
| 15                  | Standard Valley Gutter - 3' wide   | SV                        | 325             | \$ 319.33                   | \$ 99,000.00             | 319.33       | \$ -        | \$ 31,613.67  | 98.3%        | \$ 561.33                 |             |
| 16                  | Standard Inlet (for Valley Gutter) - (Standard 2/D12)  | EA                        | 6               | \$ 1,800.00                 | \$ 10,800.00             | 8            | \$ -        | \$ 14,400.00  | 133.3%       | \$ -                      |             |
| 17                  | Grated Inlet (D&L Foundry) - (Ditch Inlet 2/D12)   | EA                        | 3               | \$ 1,600.00                 | \$ 4,800.00              | 1            | \$ -        | \$ 1,600.00   | 33.3%        | \$ 3,200.00               |             |
| 18                  | Area Inlet/Drain - (Area Inlet 1/D13)  | EA                        | 8               | \$ 1,700.00                 | \$ 13,600.00             | 4            | \$ -        | \$ 6,800.00   | 50.0%        | \$ 6,800.00               |             |
| 19                  | Manhole Catch Basin  | EA                        | 2               | \$ 2,900.00                 | \$ 5,800.00              | 1            | \$ -        | \$ 2,900.00   | 50.0%        | \$ 2,900.00               |             |
| 20                  | Geotextile Fabric  | SV                        | 9058            | \$ 8679.19                  | \$ 9,058.00              | 8679.19      | \$ -        | \$ 8,679.19   | 95.8%        | \$ 378.81                 |             |
| 21                  | 1 1/2"-0" Compacted Aggregate Sub Base Rock (8" Deep)  | TONS                      | 1302            | \$ 2424.9                   | \$ 30,597.00             | 2424.9       | \$ -        | \$ 56,985.15  | 186.2%       | \$ -                      |             |
| 22                  | 3/4"-0" Compacted Aggregate & Leveling Course (Depth as req'd)                                       | TONS                      | 842             | \$ 1386.69                  | \$ 25,681.00             | 1386.69      | \$ -        | \$ 42,294.05  | 164.7%       | \$ -                      |             |
| 23                  | Gravel Surfacing (2" Inches)   | SF                        | 8349            | \$ 9111                     | \$ 2,504.70              | 9111         | \$ -        | \$ 2,733.30   | 109.1%       | \$ -                      |             |
| 24                  | Truncated Domes  | SF                        | 120             | \$ 50                       | \$ 6,000.00              | 50           | \$ -        | \$ 3,000.00   | 41.7%        | \$ 4,200.00               |             |
| 25                  | Standard Curb & Gutter   | LF                        | 2066            | \$ 2163                     | \$ 53,716.00             | 2163         | \$ -        | \$ 56,238.00  | 104.7%       | \$ -                      |             |
| 26                  | Typical Straight Type "C" Curb   | LF                        | 1453            | \$ 1512                     | \$ 30,513.00             | 1512         | \$ -        | \$ 31,752.00  | 104.1%       | \$ -                      |             |
| 27                  | Commercial Reinforced Driveway Approach (8" thick) with 6" Agg Base                                  | SF                        | 5174            | \$ 4893.93                  | \$ 64,675.00             | 4893.93      | \$ -        | \$ 61,174.13  | 94.6%        | \$ 3,500.87               |             |
| 28                  | Level 3 Mix. 1/2" dense HMA Overlay (2" lift)  | TON                       | 763             | \$ 796.48                   | \$ 57,225.00             | 796.48       | \$ -        | \$ 59,736.00  | 104.4%       | \$ -                      |             |
| 29                  | Asphalt Concrete Pavement - Roadway Construction Dig Out and Trench Patching (4" set in 3'-2" lifts) | TON                       | 929             | \$ 1286.26                  | \$ 69,675.00             | 1286.26      | \$ -        | \$ 96,469.50  | 138.5%       | \$ -                      |             |
| 30                  | Asphalt Concrete Pavement - Path (3" single lift) with 4" Agg Base                                   | SV                        | 3274            | \$ 3327.38                  | \$ 60,569.00             | 3327.3775    | \$ -        | \$ 61,556.48  | 101.6%       | \$ -                      |             |
| 31                  | Standard 6" Thick Residential Driveway Approach with 6" Agg Base                                     | SV                        | 1050            | \$ 1296.3                   | \$ 26,250.00             | 1296.3       | \$ -        | \$ 32,407.50  | 123.5%       | \$ -                      |             |
| 32                  | Lighting Handhole  | EA                        | 2               | \$ 130.00                   | \$ 260.00                | 1            | \$ -        | \$ 130.00     | 50.0%        | \$ 130.00                 |             |
| 33                  | Street Light Pole Base - Installed (Acorn)   | EA                        | 9               | \$ 450.00                   | \$ 4,050.00              | 7            | \$ -        | \$ 3,600.00   | 88.9%        | \$ 450.00                 |             |
| 34                  | 1" Conduit & Materials for Street Light Pole Lighting - Installed                                    | LF                        | 1050            | \$ 16.00                    | \$ 16,800.00             | 1507         | \$ -        | \$ 24,112.00  | 143.5%       | \$ -                      |             |
| 35                  | Painted Pavement Striping (4-inches wide) any color (Yellow - White)                                 | LF                        | 3825            | \$ 3592                     | \$ 3,825.00              | 3592         | \$ 3,592.00 | \$ 3,592.00   | 93.9%        | \$ 233.00                 |             |
| 36                  | Thermoplastic Pavement Markings (Directional arrows, symbols etc...)                                 | EA                        | 14              | \$ 285.00                   | \$ 3,990.00              | 5            | \$ 1,425.00 | \$ 1,425.00   | 35.7%        | \$ 2,565.00               |             |
| 37                  | 12" Wide Thermoplastic Stop Bar/ Crosswalks  | LF                        | 320             | \$ 233                      | \$ 7,85                  | \$ 2,512.00  | 233         | \$ 1,829.05   | \$ 1,829.05  | \$ 72.8%                  | \$ 682.95   |
| 38                  | Bollards   | EA                        | 10              | \$ 3                        | \$ 700.00                | \$ 7,000.00  | 3           | \$ 2,100.00   | \$ 2,100.00  | \$ 30.0%                  | \$ 4,900.00 |
| 39                  | Cold Plane/ Grind Pavement Removal (2- inches deep)  | SF                        | 35800           | \$ 213604                   | \$ 0.35                  | \$ 12,530.00 | 213603.57   | \$ -          | \$ 74,761.25 | \$ 596.7%                 | \$ -        |
| 40                  | Landscape Restoration & Cleanup  | LS                        | 1               | \$ 5,000.00                 | \$ 5,000.00              | 1            | \$ 5,000.00 | \$ 5,000.00   | 100.0%       | \$ -                      |             |
| 41                  | Standard Concrete Sidewalk & Ramp with 4" Standard Concrete  | SF                        | 1730            | \$ 1745.74                  | \$ 9.00                  | \$ 15,570.00 | 1745.74     | \$ -          | \$ 15,711.66 | 100.9%                    | \$ -        |
| 42                  | Continental Crosswalk Pavement Markings Decorative Landscape Boulders (24")                          | LF                        | 330             | \$ 341                      | \$ 7.85                  | \$ 2,590.50  | 341         | \$ 2,676.85   | \$ 2,676.85  | \$ 103.3%                 | \$ -        |
| 43                  | CHANGE ORDER #1  | EA                        | 20              | \$ 100.00                   | \$ 2,000.00              | 20           | \$ 2,000.00 | \$ 2,000.00   | 100.0%       | \$ -                      |             |
| CO - 1              | ADD'L TREE REMOVAL   | EA                        | 4               | \$ 500.00                   | \$ 2,000.00              | 4            | \$ -        | \$ 2,000.00   | 100.0%       | \$ -                      |             |
|                     | EXTEND 12" DRAIN FOR MUP   | LS                        | 1               | \$ 3,016.52                 | \$ 3,016.52              | 1            | \$ -        | \$ 3,016.52   | 100.0%       | \$ -                      |             |
|                     | ADD'L CURB REMOVAL   | LS                        | 1               | \$ 541.19                   | \$ 541.19                | 1            | \$ -        | \$ 541.19     | 100.0%       | \$ -                      |             |
|                     | HYDRANT RELOCATION   | LS                        | 1               | \$ 2,353.48                 | \$ 2,353.48              | 1            | \$ -        | \$ 2,353.48   | 100.0%       | \$ -                      |             |
| CO - 2              | STANDARDIZING CD CALL-OUTS; ACCOUNTING CB (TOTAL DECREASE); ACCOUNTED FOR IN LINE ITEMS 16-18        | EA                        | -1              | \$ 1,800.00                 | \$ -                     |              | \$ -        | \$ -          |              | \$ -                      |             |
| CO - 3              | CHANGE ORDER #3  | EA                        | 1               | \$ 2,461.83                 | \$ 2,461.83              | 1            | \$ -        | \$ 2,461.83   | 100.0%       | \$ -                      |             |
|                     | CHANGE TYPE OF CURB INLET @ CD18 - MUP   | EA                        | 1               | \$ 14,056.50                | \$ 14,056.50             | 1            | \$ -        | \$ -          |              | \$ -                      |             |
| CO - 4              | CHANGE ORDER #4  | EA                        | 1               | \$ 1,460.00                 | \$ 1,460.00              | 1            | \$ -        | \$ 1,460.00   | 100.0%       | \$ -                      |             |
|                     | MUP MH RECONSTRUCT   | EA                        | 1               | \$ 2,257.98                 | \$ 2,257.98              | 1            | \$ -        | \$ 2,257.98   | 100.0%       | \$ -                      |             |
|                     | C&G RE-GRADE NEAR SAFE LOCK  | EA                        | 1               | \$ 643.52                   | \$ 643.52                | 1            | \$ -        | \$ 643.52     | 100.0%       | \$ -                      |             |
|                     | GROUT & SEAL BOX CULVERT   | EA                        | 1               | \$ 3,950.00                 | \$ 3,950.00              | 1            | \$ -        | \$ 3,950.00   | 100.0%       | \$ -                      |             |
|                     | CONNECT & TIE-IN TOM'S ROOF DRAIN  | EA                        | 1               | \$ 880.00                   | \$ 880.00                | 1            | \$ -        | \$ 880.00     | 100.0%       | \$ -                      |             |
|                     | MH #4 CONFLICT W/ EXIST. 2" WATER REMOVE PORT POSTS  | EA                        | 1               | \$ 375.00                   | \$ 375.00                | 1            | \$ -        | \$ 375.00     | 100.0%       | \$ -                      |             |
|                     | UTILITY CONFLICTS ASSOC. W/ CB11   | EA                        | 1               | \$ 1,975.00                 | \$ 1,975.00              | 1            | \$ -        | \$ 1,975.00   | 100.0%       | \$ -                      |             |
|                     | CURB & D/W REMOVAL NEAR STA 8+00   | EA                        | 1               | \$ 2,515.00                 | \$ 2,515.00              | 1            | \$ -        | \$ 2,515.00   | 100.0%       | \$ -                      |             |
|                     | DITCH INLET CHANGE (CORRECTION - SUBTRACT \$425.25)  | EA                        | 1               | \$ 425.25                   | \$ -                     | 1            | \$ -        | \$ -          |              | \$ -                      |             |
|                     | WCD 02 - GEOTEXTILE FABRIC QTY ADJ; PAID UNDER LINE ITEM 20  | SV                        | 3,274           | \$ 1.00                     | \$ 3,274.00              |              | \$ -        | \$ -          |              | \$ -                      |             |
| CO - 5              | CHANGE ORDER 5   | EA                        | 1               | \$ 1,075.00                 | \$ 1,075.00              | 1            | \$ -        | \$ 1,075.00   | 100.0%       | \$ -                      |             |
| WCD 5               | CB15 RELOCATION  | EA                        | 1               | \$ 1,790.00                 | \$ 1,790.00              | 1            | \$ -        | \$ 1,790.00   | 100.0%       | \$ -                      |             |
| WCD 6               | 6" STORM DRAIN TO CB17   | EA                        | 1               | \$ 5,463.63                 | \$ 5,463.63              | 1            | \$ -        | \$ 5,463.63   | 100.0%       | \$ -                      |             |
| WCD 7               | 6" STORM FROM CB16 TO MH4  | EA                        | 1               | \$ 4,480.77                 | \$ 4,480.77              | 1            | \$ -        | \$ 4,480.77   | 100.0%       | \$ -                      |             |
| WCD 8               | SDMH3  | EA                        | 1               | \$ 866.26                   | \$ 866.26                | 1            | \$ -        | \$ 866.26     | 100.0%       | \$ -                      |             |
| WCD 9               | LOWER CB17   | EA                        | 1               | \$ 3,257.72                 | \$ 3,257.72              | 1            | \$ -        | \$ 3,257.72   | 100.0%       | \$ -                      |             |
| WCD 10              | 6" STORM FROM CB15 TO MH4  | EA                        | 1               | \$ 1,108.66                 | \$ 1,108.66              | 1            | \$ -        | \$ 1,108.66   | 100.0%       | \$ -                      |             |
| WCD 12              | CHUCK'S ROOF DRAIN PART 2  | EA                        | 1               | \$ 594.00                   | \$ 594.00                | 1            | \$ -        | \$ 594.00     | 100.0%       | \$ -                      |             |
| WCD 13              | ADD'L SURVEY ON 35TH   | EA                        | 1               | \$ 5,024.84                 | \$ -                     |              | \$ -        | \$ -          |              | \$ -                      |             |
| CO - 6              | CHANGE ORDER 6   | LS                        | 1               | \$ 2,555.00                 | \$ 2,555.00              | 1            | \$ -        | \$ 2,555.00   | 100.0%       | \$ -                      |             |
| WCD 11              | 6"STPR, FRP, CB 15 TP MH 4   | N/A                       | 1               | \$ -                        | \$ -                     |              | \$ -        | \$ -          |              | \$ -                      |             |
| WCD 14              | TIME EXTENSION / PROJECT HOLD  | LS                        | 1               | \$ 1,069.29                 | \$ 1,069.29              | 1            | \$ -        | \$ 1,069.29   | 100.0%       | \$ -                      |             |
| WCD 15              | LOWER CB 16 & MODIFY EXISTIN CB  | LS                        | 1               | \$ 1,400.55                 | \$ 1,400.55              | 1            | \$ -        | \$ 1,400.55   | 100.0%       | \$ -                      |             |
|                     | CURB & GUTTER REPLACEMENT SE CORNER 35TH & FERRY SLIP ROAD   | LS                        | 1               | \$ 9,247.16                 | \$ -                     |              | \$ -        | \$ -          |              | \$ -                      |             |
| CO - 7              | CHANGE ORDER 7   |                           |                 |                             |                          |              |             |               |              |                           |             |

Progress Estimate - Unit Price Work

Contractor's Application

| For (Contract): SE Ferry Slip Road Street |  |       |              |                      |               |                          |           |             |               | Application Number: 9               |                 |           |                           |             |  |   |  |  |  |
|---|--|-------|--------------|----------------------|---------------|--------------------------|-----------|-------------|---------------|-------------------------------------|-----------------|-----------|---------------------------|-------------|--|---|--|--|--|
| Application Period: Jun-16                |  |       |              |                      |               |                          |           |             |               | Application Date: 7/14/2016         |                 |           |                           |             |  |   |  |  |  |
| Item                                      |  |       |              | Contract Information |               |                          |           | A           |               |                                     |                 | B         |                           |             |  | C |  |  |  |
| Bid Item No.                              | Description  | Units | Bid Quantity | Actual Quantity      | Unit Price    | Total Value of Item (\$) | Prior App | This Period | Total to Date | Value of Work Installed This Period | Total to Date   | % (B / A) | Balance to Finish (A - B) |             |  |   |  |  |  |
| WCD 22                                    | POURED IN PLACE CB 8                               | LS    | 1            | 1                    | \$ 2,444.40   | \$ 2,444.40              | 1         | 1           | \$ -          | \$ 2,444.40                         | 100.0%          | \$        | 0.00                      |             |  |   |  |  |  |
| WCD 23                                    | A.C. WEDGE FOR VERTICAL DROP EAST OF               | LS    | 1            | 1                    | \$ 4,034.00   | \$ 4,034.00              | 1         | 1           | \$ -          | \$ 4,034.00                         | 100.0%          | \$        | -                         |             |  |   |  |  |  |
| WCD 24                                    | A.C. PATH TO COMMUNITY CENTER                      | LS    | 1            | 1                    | \$ 756.00     | \$ 756.00                | 1         | 1           | \$ -          | \$ 756.00                           | 100.0%          | \$        | -                         |             |  |   |  |  |  |
| WCD 26                                    | EXTEND 10" CULVERT ON 35TH                         | LS    | 1            | 1                    | \$ 3,757.55   | \$ 3,757.55              | 1         | 1           | \$ -          | \$ 3,757.55                         | 100.0%          | \$        | (0.00)                    |             |  |   |  |  |  |
| CO - 9                                    | CHANGE ORDER 9                                     |       |              |                      |               |                          |           |             |               |                                     |                 |           |                           |             |  |   |  |  |  |
| WCD25                                     | 6" REINF. CONC. ADA RAMP                           | SF    | 65           | 64.9                 | \$ 272,784.67 | \$ 1,079.29              |           | 64.9        | 64.9          | \$ 1,079.29                         | \$ 1,079.29     | 100.0%    | \$                        | (0.00)      |  |   |  |  |  |
| WCD27                                     | ROTATE LID ON EXIST. 60" MH                        | LS    | 1            | 1                    | \$ 379.56     | \$ 379.56                |           | 1           | 1             | \$ 379.56                           | \$ 379.56       | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD28                                     | REPLACE CB2A PELICAN TOP W/ GRATE                  | LS    | 1            | 1                    | \$ 1,801.53   | \$ 1,801.53              |           | 1           | 1             | \$ 1,801.53                         | \$ 1,801.53     | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD29                                     | M.U.P. SLOPE REVISIONS AND RE-GRADING              | LS    | 1            | 1                    | \$ 6,771.29   | \$ 6,771.29              |           | 1           | 1             | \$ 6,771.29                         | \$ 6,771.29     | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD30                                     | REMOVE 1' RISER ON 10' MH                          | LS    | 1            | 1                    | \$ 555.63     | \$ 555.63                |           | 1           | 1             | \$ 555.63                           | \$ 555.63       | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD31                                     | REMOVE EXIST. ADA                                  | LS    | 1            | 1                    | \$ 465.69     | \$ 465.69                |           | 1           | 1             | \$ 465.69                           | \$ 465.69       | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD32                                     | INSTALL MINI CB IN 35TH GUTTER PAN                 | LS    | 1            | 1                    | \$ 3,932.32   | \$ 3,932.32              |           | 1           | 1             | \$ 3,932.32                         | \$ 3,932.32     | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD33                                     | RE-DO COMMERCIAL D/W'S ON W. SIDE                  | LS    | 1            | 1                    | \$ 738.23     | \$ 738.23                |           | 1           | 1             | \$ 738.23                           | \$ 738.23       | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD34                                     | COMMERCIAL M.U.P. SECTION AT COL. DIST.            | SF    | 196          | 195.84               | \$ 4.78       | \$ 936.12                |           | 195.84      | 195.84        | \$ 936.12                           | \$ 936.12       | 100.0%    | \$                        | (0.00)      |  |   |  |  |  |
| WCD35                                     | PERMANENT TYPE III BARRICADE                       | LS    | 1            | 1                    | \$ 1,428.59   | \$ 1,428.59              |           | 1           | 1             | \$ 1,428.59                         | \$ 1,428.59     | 100.0%    | \$                        | (0.00)      |  |   |  |  |  |
| WCD36                                     | SAWCUT A.C. RADIUS AT 32ND                         | LS    | 1            | 1                    | \$ 726.72     | \$ 726.72                |           | 1           | 1             | \$ 726.72                           | \$ 726.72       | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD37                                     | RAISE & ADJUST BURIED C.O. AT SB CHURCH D/W        | LS    | 1            | 1                    | \$ 387.06     | \$ 387.06                |           | 1           | 1             | \$ 387.06                           | \$ 387.06       | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD38                                     | EXTEND A.C. PAD AT COMMUNITY CENTER                | LS    | 1            | 1                    | \$ 1,302.23   | \$ 1,302.23              |           | 1           | 1             | \$ 1,302.23                         | \$ 1,302.23     | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD39                                     | CORRECT MUP DRAINAGE AT MARINE SCIENCE DR.         | LS    | 1            | 1                    | \$ 3,271.28   | \$ 3,271.28              |           | 1           | 1             | \$ 3,271.28                         | \$ 3,271.28     | 100.0%    | \$                        | (0.01)      |  |   |  |  |  |
| WCD40                                     | ADJUST 2EA. VAULTS AT STARVIN MARVIN'S             | LS    | 1            | 1                    | \$ 584.42     | \$ 584.42                |           | 1           | 1             | \$ 584.42                           | \$ 584.42       | 100.0%    | \$                        | (0.00)      |  |   |  |  |  |
| WCD41                                     | PLACE WET SET TRUNCATED DOMES IN M.U.P.            | EA    | 4            | 4                    | \$ 2,082.96   | \$ 8,331.85              |           | 4           | 4             | \$ 8,331.85                         | \$ 8,331.85     | 100.0%    | \$                        | (0.00)      |  |   |  |  |  |
| WCD42                                     | REMOVE & REPLACE CB&G RADII AT 35TH                | LS    | 1            | 1                    | \$ 3,715.70   | \$ 3,715.70              |           | 1           | 1             | \$ 3,715.70                         | \$ 3,715.70     | 100.0%    | \$                        | (0.00)      |  |   |  |  |  |
| WCD43                                     | ADJUST & RE-SET BURIED C.O. AT STA. 7+50           | LS    | 1            | 1                    | \$ 299.80     | \$ 299.80                |           | 1           | 1             | \$ 299.80                           | \$ 299.80       | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD44                                     | PREP & PAVE UTILITY TRENCH NEAR STA. 5+50          | LS    | 1            | 1                    | \$ 1,139.81   | \$ 1,139.81              |           | 1           | 1             | \$ 1,139.81                         | \$ 1,139.81     | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD45                                     | MUP AT STARVIN MARVIN'S                            | LS    | 1            | 1                    | \$ 821.20     | \$ 821.20                |           | 1           | 1             | \$ 821.20                           | \$ 821.20       | 100.0%    | \$                        | -           |  |   |  |  |  |
| WCD46                                     | THERMOPLASTIC STRIPING (ADDT'L COST OVER BID ITEM) | LF    | 3,592        | 3592                 | \$ 1.65       | \$ 5,926.80              |           | 3592        | 3592          | \$ 5,926.80                         | \$ 5,926.80     | 100.0%    | \$                        | (0.00)      |  |   |  |  |  |
| WCD47                                     | 3 BLOCK WALLS                                      | LS    | 1            | 1                    | \$ 6,793.46   | \$ 6,793.46              |           | 1           | 1             | \$ 6,793.46                         | \$ 6,793.46     | 100.0%    | \$                        | -           |  |   |  |  |  |
| WCD48                                     | PLACE 4" TOPSOIL IN PLANTER STRIP                  | LS    | 1            | 1                    | \$ 8,502.48   | \$ 8,502.48              |           | 1           | 1             | \$ 8,502.48                         | \$ 8,502.48     | 100.0%    | \$                        | (0.00)      |  |   |  |  |  |
| WCD49                                     | POWDER COAT BOLLARDS                               | LS    | 1            | 1                    | \$ 1,104.77   | \$ 1,104.77              |           | 1           | 1             | \$ 1,104.77                         | \$ 1,104.77     | 100.0%    | \$                        | -           |  |   |  |  |  |
| WCD50                                     | CORRECT BARRELHEAD A.C. DRIVEWAY                   | LS    | 1            | 1                    | \$ 1,430.06   | \$ 1,430.06              |           | 1           | 1             | \$ 1,430.06                         | \$ 1,430.06     | 100.0%    | \$                        | 0.00        |  |   |  |  |  |
| WCD51                                     | PAVE N.W. D/W ON 35TH                              | LS    | 1            | 1                    | \$ 468.89     | \$ 468.89                |           | 1           | 1             | \$ 468.89                           | \$ 468.89       | 100.0%    | \$                        | -           |  |   |  |  |  |
| WCD52                                     | AC TAPER WEST END OF 35TH                          | LS    | 1            | 1                    | \$ 3,381.67   | \$ 3,381.67              |           | 1           | 1             | \$ 3,381.67                         | \$ 3,381.67     | 100.0%    | \$                        | -           |  |   |  |  |  |
| WCD53                                     | FLAGGING ON FERRY SLIP                             | LS    | 1            | 1                    | \$ 2,719.64   | \$ 2,719.64              |           | 1           | 1             | \$ 2,719.64                         | \$ 2,719.64     | 100.0%    | \$                        | -           |  |   |  |  |  |
|   | PROPERTY CORNER RESET                              | LS    | 1            | 1                    | \$ 440.00     | \$ 440.00                |           | 1           | 1             | \$ 440.00                           | \$ 440.00       | 100.0%    | \$                        | -           |  |   |  |  |  |
|   | Adjustment for Qty Overages                        |       |              |                      |               | \$ 240,922.54            |           |             |               |                                     |                 |           | \$                        | (37,573.96) |  |   |  |  |  |
|   | Adjustment for Unused Qty                          |       |              |                      |               | \$ (37,573.96)           |           |             |               |                                     |                 |           |                           |             |  |   |  |  |  |
|   |  |       |              |                      | Sub-Total     | \$ 341,897.61            |           |             |               | \$ 69,436.09                        | \$ 138,549.03   | 40.5%     | \$                        | (37,573.96) |  |   |  |  |  |
|   | Totals   |       |              |                      |               | \$ 1,210,765.61          |           |             |               | \$ 88,508.99                        | \$ 1,210,765.61 | 100.0%    |                           | \$0.00      |  |   |  |  |  |

(240,922.54)

Total



**STAFF REPORT  
CITY COUNCIL AGENDA ITEM**

**Prepared by:** Jayson Buchholz, P.E., Senior Project Manager

**Title:** Ferry Slip Road Improvements Change Order 9 with KSH Construction

**Recommended Motion:**

I move to approve and authorize City of Newport Public Works Department to execute Change Order No. 9 in the amount of \$272,784.66 with KSH Construction.

**Background Information:**

The Ferry Slip Road Improvements Project has been completed and Change Order #9 updates the project financials, addresses quantity overruns, and credits back quantity underruns to provide a final project cost to the City Council and the Project folder.

Several items were changed or added to the project throughout the construction phase at the request of City staff. The changes included realigning the multiuse path to accommodate driveways and elevation changes between the roadway and adjoining properties, installing truncated domes where the multiuse path crosses commercial driveways, requesting thermoplastic roadway markings, block walls protecting storm drain structures, and topsoil placement to promote the growth of grass in the green area between the roadway and multiuse path.

Additional project challenges were related to the topography along Ferry Slip Road which is very flat, making concrete work and flow lines of gutters very difficult. After a couple of rain events it was evident additional catch basins were needed to provide improved drainage in the area, this also increased the project cost.

**Fiscal Notes:**

The initial project bid quantities were occasionally underestimated or overestimated. The financial impact to the project due to these quantity over/underruns totaled \$203,349 of which \$240,923 were overruns and \$37,574 were underruns.

The Ferry Slip Road Improvements Project initial contract value was \$868,868. Final contract value after change orders is \$1,210,766. Total project costs including engineering are \$1,346,727. In FY15-16, the City appropriated \$1,438,000 for this project.

**Alternatives:**

None

Attachments:

- Change Order 9 and associated WCDs